City Commission Regular Meeting
Tuesday, April 8, 2025 at 6:30 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain will give the invocation. Mayor Fred E. Cleveland will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Gary Norville of American Aero Services.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

Citizens are provided the opportunity to address the City Commission on matters pertinent to the city, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the adoption of the meeting minutes from the City Commission workshop and regular meeting and the Community Redevelopment Agency meeting held on Tuesday, March 25, 2025.

7.B Consider the approval to increase purchase order 240075 and Amendment #1 to a Florida Department of Environmental Protection (FDEP) Contract - Vulnerability Assessment Grant.

7.C Consider the approval of award of ITB-06-25-CIP to Construct Co for the construction of the North Causeway Boat Ramp Dock & Amenity Improvements.

7.D Consider the approval to award RFP 08-25-HR, Compensation and Benefits Study, to Evergreen Solutions, Inc.

7.E Consider the approval of an application for a Sidewalk Café Agreement for the Beachin Burritos restaurant located at 431 Canal Street.

7.F Consider the approval of a Piggyback Agreement with AAA Fence

7.G Resolution No. 07-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the construction of a "No Wake Zone" near Yacht Club Island in the Intracoastal Waterway (ICW).

7.H Consider the approval of the Volusia County Joint Project Agreement (JPA) for the Corbin Park Drainage Improvement Project.

7.I Consider the approval of the contract renewal for Recruitment and Engineering Products & Services Inc.

7.J Consider the approval of Scott Remodeling for construction of dorms at Fire Station 52.

7.K Consider the approval of the replacement of two rooftop air conditioning units at the Brannon Center utilizing Omnia Contract.

7.L Consider the approval of the Interlocal Agreement between the Southeast Volusia County fire agencies for fire rescue mutual aid.

7.M Special Event: Consider the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday June 14, 2025.

7.N Special Event: Consider the approval of the NSB Shrimp & Seafood Food Festival 2025, to be held on Thursday August 7, 2025.

7.O Special Event: Consider the approval of the New Smyrna Beach Food Festival 2025, to be held on Thursday April 17, 2025.

7.P Special Event: Consider the approval of the Seaside Fiesta 2025, to be held on Thursday June 19, 2025.

7.Q Special Event: Consider the approval of the Light Up Flagler Event 2025, to be held on Friday December 5, 2025.

7.R Special Event: Consider the approval of the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5k, to be held on Saturday, January 17, 2026 and Sunday January 18, 2026.

7.S Special Event: Consider the approval of the Atlantic Center for the Arts' concert on April 12, 2025.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street.

10. PUBLIC HEARINGS

10.A Ordinance No. 16-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to Cliff Berry Inc.

11. ORDINANCES - FIRST READING

11.A Ordinance No. 15-25: Conduct the First Reading of an Ordinance, which if adopted at the Second Reading and Public Hearing, would Repeal and Replace Section 604.04 Landscaping Requirements and 604.051 Tree Preservation of the Land Development Regulation.

11.B Ordinance No. 17-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Public Hearing, would annex approximately 9.13 + acres of land located at 2061 Paige Avenue.

11.C Ordinance No. 18-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Public Hearing, would generate a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Medium Density Residential for property located at 2061 Paige Avenue as part of an overall annexation application.

11.D Ordinance No. 19-25: Conduct a First Reading of an Ordinance, if adopted at a Second Reading and Quasi-Judicial Hearing would rezone approximately 9.13 + acres of land to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone for property located at 2061 Paige Avenue as part of an overall annexation application.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: The Housing Authority currently has one (1) unfilled four-year term length vacancy, which will expire on August 31, 2027.

12.B Board Vacancy Notice: The Code Compliance Board currently has one (1) unfilled three-year term length vacancy, which will expire on March 3, 2028.

13. MAYOR AND COMMISSION REPORTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks four and five of Florida's legislative session.

N/A.

16. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PROCLAMATION: GARY NORVILLE OF AMERICAN AERO SERVICES.

April 8, 2025

Background:

In celebration of the anniversary of the City of New Smyrna Beach Airport, established on April 10, 1947, the City Commission will present a proclamation to Gary Norville of American Aero Services.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Gary Norville American Aero.pdf

City of New Smyrna Beach

Proclamation

Recognizing

Gary Norville

Whereas, the New Smyrna Beach Airport stands as a testament to our nation's rich military history, serving as a pivotal component in today's national airspace system, and remains a beacon of pride for the community; and

Whereas, American Aero Services, under the leadership of Gary Norville, has been a major and valued tenant at New Smyrna Beach Airport since 1988, contributing significantly to both the local community and the aviation industry; and

Whereas, Gary Norville has demonstrated an unwavering commitment to the preservation and restoration of vintage warbirds, military vehicles, military armor, missiles, rockets, and other historically significant artifacts, ensuring that the legacy of those who have served is never forgotten; and

Whereas, Gary's deep knowledge of military history, particularly as it relates to the airport's past, has created a bridge between the past and the present, highlighting the importance of the airport's role in both history and the future of aviation; and

Whereas, Gary and his dedicated team have consistently provided critical support to the airport, especially during emergencies, by offering their expertise, equipment, and manpower to efficiently remove disabled aircraft from the runway, ensuring the safety and continued operation of the airport; and

Whereas, Gary Norville's contribution to New Smyrna Beach Airport goes far beyond business, embodying the spirit of service and dedication to both the preservation of aviation history and the community's ongoing success;

Now, therefore, we, the City of New Smyrna Beach, do hereby recognize and honor **Gary Norville** for his outstanding contributions, his tireless commitment to preserving our military heritage, and his integral role in supporting and strengthening New Smyrna Beach Airport. His work continues to enrich our community and aviation history, and we express our deepest gratitude for his service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 8th day of April 2025.

ATTEST

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
Interim City Clerk

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CITY MANAGER'S REPORT

April 8, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 4-8-25 with KC Edits.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – April 8, 2025**

Date: April 2, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23.

- Interviewed candidate for the Mobility & Parking Director position on March 26.

- Attended the Volusia League of Cities (VLOC) Dinner in Deland on March 27 and heard updates from local chamber of commerce representatives and from multiple business enterprises.

- Attended Volusia Days with Mayor Cleveland in Tallahassee March 31 - April 1 and met with local state legislators.

- Met with staff on April 2 to discuss city, county and Transportation Planning Organization (TPO) transportation plans along with the transportation impact fee study.

- Met with staff to review and discuss the Deering Park Master Development Agreement (MDA) on April 3. A workshop is schedule for April 17 at 6:00pm.

- Attended the bi-monthly Joint Interagency/Capital Projects Review at New Smyrna Beach Utilities on April 3 to coordinate capital projects.

- Will attend the monthly Mayor and Manager Breakfast on April 8 to discuss issues of mutual interest between New Smyrna Beach, Edgewater, and Port Orange.

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the Parking Monthly Report.

- Should you have any questions or need additional information or clarification, on any of the teams presented in this report, please let me know.

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	3/28/2025

Projects Completed & Key Accomplishments

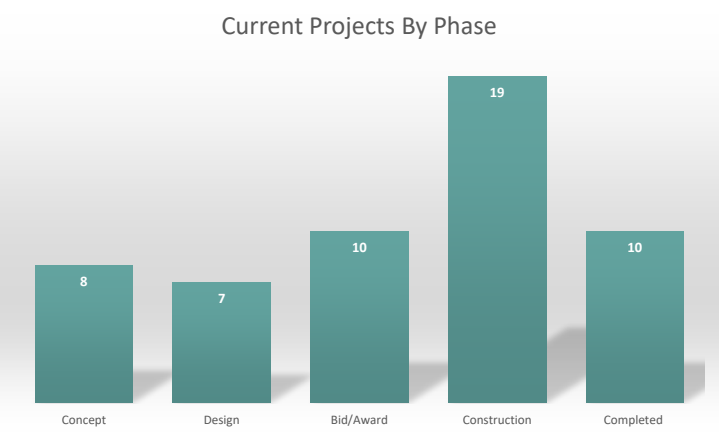
Project Manager/Task Owne	Project	Status
Kyle Fegley	Completion of Turnbull South Dredging	Completed on 3/21/25
David Ray	Started Dredging at Turnbull North	Estimated Completion in June
Arvin Weese	Building has been demolished at 1531 Airway Circle	Working on site clean up
David Ray	Street Resurfacing: Zones 3 & 4 are completed.	Currently working in Aone 2
Jesse/Kyle	Paige Pickleball, Brannon Center Dock, North Atlantic Drainage have moved into construction phase	Next steps issue NTP and have Pre-con meeting
Irma Terry	Ribbon Cutting Ceremony at Mary Ave Tot Lot Playground	3/25/2025

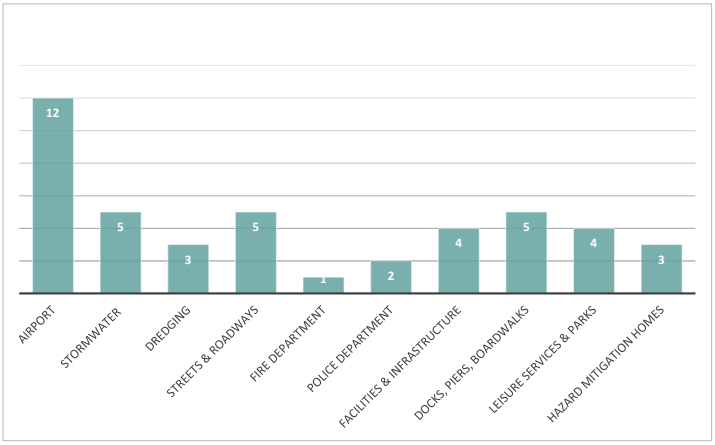
Upcoming

Key Events, Major Milestones, & Goals
☐ Corbin Park JPA goes before Commission 4/8
☐ Dredging Turnbull North Canal starts in April
☐ Received first Concept of Pettis Park Pavillion
☐ Runway 7/25 PAPI at 90% Design
☐ Taxiway Bravo 26 days into 200 days of construction
☐ Demo of 27th Ave Playground first week of April
☐ Washington St attained 6 of 7 property easements
☐ Vulnerability Assessment Public Meeting 4/16
☐
☐
☐

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
27th Ave Ramp & Boardwalk	Construction	Jesse Kobe	Pre-bid 4/10
AOB Site P2 Shoreline Revet.	Construction	Jesse Kobe	Draft
Barracuda BLVD Roadway	Construction	Kyle Fegley	Preibid 3/27
1501 Airway Circle Rehab	Construction	Airport	Proposals Due 4/1/25
Washington St	CEI Services	Jesse Kobe/Kyle Fegley	valuaton/Award Pending
Land Lease Airport		Arvin Weese	valuaton/Award Pending
Pettis Park Shade Structure	Design	Olivia Thomas	Pre-bid 4/7





Stormwater Report 2/28
Stormwater Projects

- **City Wide Comprehensive Master Plan**
- - Stormwater Master Plan Phase I – 95% Complete
- - Model Network Development and Data Capture – 99% Complete
- - Investigation of known flooding areas from the Town Hall Meeting – 99% Complete
- - Phase I Technical Memorandum Draft Report to be submitted during week of March 31, 2025 – 98% Complete
- - Phase I to be completed by end of April 2025. Volusia County to advertise the Phase II RFP, date TBD
- **Corbin Park**
- - Received the SJRWMD permit modification to re-locate the outfall pipe from Burma to Walker Street due to private easement issues
- - JPA Project Agreement (JPA) scheduled for City Commission Agenda on April 8, 2025. JPA will then be forwarded to Volusia County BOCC for final execution. The County will be managing the advertisement and construction.
- **Historic Westside**
- - Mitigation Needs Assessment Survey submitted to Volusia County under Transform 386 CBDG Disaster Recovery for Hurricane Milton. Waiting to hear back from County Staff. The requested amount is for $5,000,000 based on the Engineer's construction cost estimates.
- - Consultant is coordinating with NSBU staff on the utilities improvements to be constructed currently with the drainage improvements
- - Plans are 100% Complete
- - SJRWMD and FDOT Permits received

Stormwater Monthly Report
Stormwater Projects

- **North Atlantic Drainage:** City Commission awarded construction of the project to Masci General Contractor. Next steps: City to issue a Notice to Proceed and Contractor to set up a pre-construction meeting.
- **Mary Avenue Septic to Sewer:** Ballot survey has been created and will be sent to property owners to gather a consensus of support for the project prior to conducting a public meeting.

Dredging Projects

- FDEM Grant Dredging of Aqua Pine/Pine Island, Gabordy Canal, Old Minorcan Pond, Cemetery Canal:
  - **Old Minorcan Pond** has been dredged.
  - **Pine Shores**
    - Currently finalizing permits with FDEP with goal to start in June
    - Expected time frame for completion September 2025
    - Community Meeting was held March 12th
  - City is working on permits for Gabordy & Cemetery Canal
    - **Gabordy** Currently working on permits from Army Corps, FDEP, Historical
    - Estimated Completion December 2025
    - Cemetery Canal – they are working on the final plans for the bank stabilization. The majority of the work will be done to the banks.
- **Turnbull Bay North & South Dredging**:
  - Dredging on the South side of the SR44 is complete. Working on some clean up and removal of debris before shifting to the North side.
  - Received all permits for the North side. Dredging will start in April.

PARKING STUDY TASK LIST REPORT
April 1, 2025

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
1	Right-Price Parking with Meter Technology	Evaluating potential locations to implement paid parking.
2	Pursue Shared Parking Agreements	Reviewing draft SPA and identifying properties for use.
3	Launch Remote Parking for Residents to Special Events	Working with individual events to address parking.
4	Develop Multimodal Master Plan	
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are Optimally paired for the City.	Proposing on utilizing identical company and technology to manage parking.
6	Develop webpage on City website with parking instructions & information including links to external resources.	Links to County Parking registration is accessible.
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on City, website.	Will work with Special events team to develop options for major events.
8	Work with local establishments to include parking instructions to access their respective establishments on their websites.	Will coordinate with FABA and Canal District group to begin business outreach.
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy.	Staff at this time, feels markings are at optimal and legal configuration. Will continue to monitor.

PARKING STUDY TASK LIST REPORT
April 1, 2025

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
10	Develop process far Business Tax Receipts to identity future loading needs and facilitate a schedule coordinated with peak demand.	Development Svcs staff will require Loading plans be submitted and approved for projects in the Canal and Flagler Districts
11	Create 15-Minute limit parking for post office box users on Flagler Ave at the Jessamine lot.	Staff has determined this is unworkable option.
12	Paint X-Markings in front at 2 driveways along the western side of street on North Peninsula at Florida and Esther to deter vehicles from blocking Ingress and egress.	Staff will make these markings
13	Convert empty curb plantings at Orange and Canal Street to parking spaces	The few spaces created will not offset the cost and loss of traffic calming.
14	Participate in the Waze for Cities Program and 'Nork with Parkopedia {Apple Maps) to ensure accurate parking data.	Can implement once full paid parking and tracking programs are in place.
15	Work with FDOT to install messaging boards along SR 44 as part of future widening project.	Will coordinate with FDOT at planning stage of this project.
16	Work with FDOT to ensure North Causeway drawbridge is on optimal timing schedule at least during known peak seasons.	Not feasible option
17	Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	Staff will continue with these efforts
18	Work with City of New Smyrna Beach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Avenue	Given changing circumstances, consistent scheduling will be difficult.

PARKING STUDY TASK LIST REPORT
April 1, 2025

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
19	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan lor new tenant and potential excess parking supply.	Staff will continue communication with NSBU as they develop relocation plans.
20	Identify anticipated date Advent Health near South Causeway will vacate building and plan for new development and potential for excess parking supply	Staff will continue communication with Advent as they develop relocation plans.
21	Organize parking at North Beach Park on Sapphire Road right of way and include In the paid parking program; organize parking on 2nd Avenue for safely improvements; organize parking· on Peninsula Drive south of Flagler Avenue on the east side.	These recommendations will be part of the PSI proposal.
22	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Can be implemented once new kiosks installed.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE MEETING MINUTES FROM THE CITY COMMISSION WORKSHOP AND REGULAR MEETING AND THE COMMUNITY REDEVELOPMENT AGENCY MEETING HELD ON TUESDAY, MARCH 25, 2025.

April 8, 2025

Background:

A City Commission held a workshop, regular meeting, and a Community Redevelopment meeting on Tuesday, March 25, 2025. The meeting minutes are attached for the City Commission's review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Workshop - Deering Park Innovation Center Presentation and Discussion 3.25.2025.pdf
Community Redevelopment Agency March 25, 2025 - MINUTES.pdf
City Commission Regular Meeting Minutes - March 25, 2025.pdf

City Commission Workshop
Tuesday, March 25, 2025, at 5:15 PM

MINUTES

I. CALL TO ORDER

Having been duly advertised as required by law, the workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, March 25, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:15 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Lisa Martin, Commissioner Brian Ashley, Commissioner Jason McGuirk, and Commissioner Valli Perrine.

II. PUBLIC PARTICIPATION

Cindy Harris, South Glencoe Road, commented on the 50 ft buffer on state road 44, entertainment and a sound buffer. She commented on the watershed and the direction. She commented on the increase in traffic on State Road 44 and the need for traffic control. She questioned the stormwater maintenance bond.

Robbie Gibson-Minor, 2839 South Asciano Court, Resident Coalition, commented on meeting with the Deering family and Glen Storch. She commented on the environment and sustainability.

Tony Otte, 3530 Grand Tuscany Way, commented on City goals of encouraging diversification of the tax base and higher wage jobs.

Brian White, 2464 Lydia Way, commented on the project and stated the developer should provide real tangible benefits to the community. He commented the strain on the community i.e. increased traffic, strain public services and erode the character of the community. He stated the development should give back to the community in a

meaningful way. He stated the developer should provide more amenities and fully fund them and the City should hold the developer accountable and secure real benefits for the City of New Smyrna Beach.

Sondra Guidry, 1205 Lurian Street, commented on the shuttling the stormwater south that it would drain into the conservation area that feeds into Spruce Creek watershed.

Bob Williams 767 Pine Shore Circle, commented on the preservation acres which included a wildlife corridor, reclaimed water, stormwater master plan, posting bond to guarantee funding. He stated that this model for low impact development. He spoke in favor of Deering Park.

Nicole Beth, 133 Saxon Drive, commented on the buffer and the isolated island. She recommended to add lateral and vertical connections to the wildlife corridor. She mentioned the close loop stormwater systems and commented on the efficiency and low-cost maintenance of the city. She commented on the 55-acre sports park.

Susan Scheiber, Dream Green Volusia, Ormond Beach, commented on the Farmtom development. She commented on low impact development and asked for a table model for the public.

Christel Saylor, 645 Ball Street, commented on flooding and the correlation to development. She commented on the original designation of the land. She commented on the legacy of the City Commission.

Jesse Romero, 708 South Cooper Street, commented on the staff report published in the workshop agenda.

Gina Holt, 1798 Hideaway Lane, commented on the large-scale displacement of water and displacement of habitat that is the direct result of the current model of development in the area is egregious. She stated the bike paths should not do through the wildlife conservation area.

Joe Dlubac, 3587 Casalta Circle, commented on stormwater management with the development of Deering Park. He commented on traffic issues, time constraints and questioned the schedule of events.

Elizabeth Bell, 2224 Deerwood Drive, commented on the necessity of affordable housing in the City of New Smyrna Beach.

Cindy Sniezak, 512 Yupon Drive, commented on public meeting. She questioned the length of the MDA, and the assurance of wetlands would not be filled. She commented on waiving impact fees. She commented on typos and the lack of staff presentation.

Clayton Crain, 2555 Erena Drive, commented on the donation of land. He commented on the sports complex and police station. He stated the contract needed to be cleaned up.

III. WORKSHOP

III.a Deering Park Innovation Center

Shane Corbin, Development Services Director, opened the discussion regarding Deering Park Innovation Center.

Glenn Storch, 420 South Nova Road, outlined a PowerPoint presentation regarding Deering Park Innovation Center.

IV. COMMISSION COMMENTS

Vice Mayor Martin commented on guard rails against morphing. She commented on the need for mandates for amenities in tandem with residents.

Commissioner Ashley stated the need for consistency over time.

Commissioner Perrine commented on the presentation, the economic development numbers provided and the tax base.

Commissioner McGuirk commented on the necessity for another workshop.

Mayor Cleveland commented on transparency and addressing the concerns of the citizens.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adorned the workshop at 6:26 pm.

Community Redevelopment Agency
Tuesday, March 25, 2025, at 6:10 PM

MINUTES

1. CALL TO ORDER

Having been duly advertised as required by law, the regular meeting of the Community Redevelopment Agency of the City of New Smyrna Beach, Florida, was held on Tuesday, March 25, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Chair Fred E. Cleveland opened the meeting at 6:28 PM.

Present: Chair Fred E. Cleveland, Vice Chair Lisa Martin, Member Valli Perrine, Member Jason McGuirk, and Member Brian Ashley

2. PUBLIC PARTICIPATION

No action.

3. CONSENT AGENDA

No action.

4. OLD BUSINESS

No action.

5. NEW BUSINESS

5.A Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large Scale Commercial Facade/Property improvement 50-50 matching grant in the amount of $59,100 to Crown Assisted Living, LLC located at 301 Milford Place, New Smyrna Beach, FL.

Motion:

Vice Chair Martin motioned to approve the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large Scale Commercial Facade/Property improvement 50-50 matching grant in the amount of $59,100 to Crown Assisted Living, LLC located at 301 Milford Place, New Smyrna Beach, FL. Member McGuirk seconded the motion, and the motion carried unanimously.

6. REPORTS AND COMMUNICATIONS

No action.

7. ADJOURNMENT

As there was no further business to discuss, Chair Cleveland adjourned the meeting at 6:32 pm.

City Commission Regular Meeting
Tuesday, March 25, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, March 25, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Lisa Martin, Commissioner Brian Ashley, Commissioner Jason McGuirk, and Commissioner Valli Perrine.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Avery Michaelis led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of item 7N.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Tree City USA

The City Commission presented a proclamation to the Planning Department recognizing Arbor Day.

4.B Presentation: Report of the Turnbull Creek Preservation Committee

Chair Donna Athearn outlined a report regarding the Turnbull Creek Preservation Committee.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined the City Managers report.

Interim Police Chief Kirk provided an update regarding spring break during New Smyrna Beach.

6. PUBLIC PARTICIPATION

Liz Jones, 314 Canal Street, Historic Street, thanked the city for a safe spring break event.

Mary Francis, Flagler Avenue Business Association and New Smyrna Beach police foundation, thanked the New Smyrna Beach police presence during spring break. She stated that the police officers checked in with the Flagler Avenue business during spring break. She commented on the new lighting on Flagler Avenue.

David McKenna, 316 Lincoln Avenue, commented on the New Smyrna Beach Police Foundation's second annual golf fundraiser held at the Sugar Mill Country Club. He stated they raised $40,000. He stated the foundation coordinated meals for all police officers during spring break. He praised the leadership of Interim Police Chief Kirk.

Suzanne Tribor commented on Senate Bill 1118. She stated that the bill would take away home rule and preempts local control of rural land. She read a letter from the City of Deltona. She asked City Commission consensus to send a letter to the Florida State Legislature to protect home rule.

Mary Jo Todorovic, 202 La Linda Drive. She expressed concern regarding the Pickleball court in her subdivision. She commented on the flooding was not in favor of the pickleball court.

Tom Macklem, 2560 La Linda Court, he was not in favor of the pickleball court in the Sugar Mill subdivision. He commented on the flooding in the area during the hurricane.

Cherry Greathouse, 2532 La Linda Drive, she commented the average age in the community. She questioned the permit process of the pickleball court.

Jesse Romero 708 South Cooper, commented on the contacts for the charter officers and commented on the lack of an end date in the contract. He recommended a three-year contract that would be renewable three times.

Cindy Sniezak, 512 Yupon Avenue, commented on the strategic workshop and the Turnbull Creek Preservation Committee presentation.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission minutes from the regular meeting held on Tuesday, March 11, 2025, and the Strategic Planning Workshop held on Thursday, March 13, 2025.

Motion:

Vice Mayor Martin motioned to adopt the City Commission minutes from the regular meeting held on Tuesday, March 11, 2025, and the Strategic Planning Workshop held on Thursday, March 13, 2025. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.B Consider the approval of the purchase of police drones utilizing the Florida Department of Law Enforcement's Drone Replacement Program.

Motion:

Vice Mayor Martin motioned to approve the purchase of police drones utilizing the Florida Department of Law Enforcement's Drone Replacement Program. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.C Consider the approval of a Light Pole Purchase Piggyback for Flagler Avenue.

Motion:

Vice Mayor Martin motioned to approve the light pole purchase piggyback for Flagler Avenue. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.D Consider the approval for an increase to the purchase order for pipe inspections and repair utilizing a piggyback agreement with Shenandoah General Construction, LLC.

Motion:

Vice Mayor Martin motioned to approve an increase to the purchase order for pipe inspections and repair utilizing a piggyback agreement with Shenandoah General Construction, LLC. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.E Consider the approval to exercise the second one-year option to renew the 2023 contract between the City of New Smyrna Beach and Kynex Inc. for the annual July 4th fireworks display.

Motion:
Vice Mayor Martin motioned to approve to exercise the second one-year option to renew the 2023 contract between the City of New Smyrna Beach and Kynex Inc. for the annual July 4th fireworks display. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.F Consider the approval of the award of ITB 04-25-CIP to Saboungi Construction, Inc. for the replacement of the Brannon Center ADA Dock.

Motion:
Vice Mayor Martin motioned to approve the award of ITB 04-25-CIP to Saboungi Construction, Inc. for the replacement of the Brannon Center ADA Dock. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.G Consider the approval of the award of ITB 01-25-LS to All State Civil Construction for the construction of the Paige Avenue Pickleball Facility.

Motion:
Vice Mayor Martin motioned to approve the award of ITB 01-25-LS to All State Civil Construction for the construction of the Paige Avenue Pickleball Facility. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.H Consider the approval of a Piggyback Agreement with Woodland & Rich and City of New Smyrna Beach Fire Department.

Motion:
Vice Mayor Martin motioned to approve the award of a Piggyback Agreement with Woodland & Rich and City of New Smyrna Beach Fire Department. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.I Consider the approval of a Memorandum of Agreement (MOA) with the United States Immigrations and Customs Enforcement.

Motion:
Vice Mayor Martin motioned to approve the Memorandum of Agreement (MOA) with the United States Immigrations and Customs Enforcement. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.J Consider the approval to award a contract to Masci General Contractor, Inc. for the North Atlantic Drainage Improvement Project

Motion:

Vice Mayor Martin motioned to approve to award a contract to Masci General Contractor, Inc. for the North Atlantic Drainage Improvement Project. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.K Consider the termination of the Airport Property Temporary Occupancy Lease of 504 Industrial Park Avenue.

Motion:

Vice Mayor Martin motioned to approve the termination of the Airport Property Temporary Occupancy Lease of 504 Industrial Park Avenue. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.L Consider the approval of the Traffic Calming Improvements for Luna Bella Lane.

Motion:

Vice Mayor Martin motioned to approve the Traffic Calming Improvements for Luna Bella Lane. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.M Consider the approval of submission for the Firehouse Subs Public Safety Foundation grant to purchase seventeen new Automated External Defibrillators (AEDs) for NSBPD Police Officer use.

Motion:

Vice Mayor Martin motioned to approve the submission for the Firehouse Subs Public Safety Foundation grant to purchase seventeen new Automated External Defibrillators (AEDs) for NSBPD Police Officer use. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.N Consider the request for a fee waiver for "The Event" at the Sports Complex for April 12, 2025.

No action. This item was removed by City Manager Cowper.

7.O Special Event: Consider the approval of the Flagler Tavern Summer Solstice Celebration 2025, to be held on Saturday June 21, 2025.

Motion:

Vice Mayor Martin motioned to approve the Flagler Tavern Summer Solstice Celebration 2025, to be held on Saturday, June 21, 2025. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.P Special Event: Consider the approval of the Flagler Tavern Cinco de Mayo Celebration 2025 Event, to be held on Monday May 5, 2025.

Motion:

Vice Mayor Martin motioned to approve the Flagler Tavern Cinco de Mayo Celebration 2025 event, to be held on Monday, May 5, 2025. Commissioner Perrine seconded the motion, and the motion carried unanimously.

7.Q Special Event: Consider the approval of the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5k, to be held on Saturday, January 17, 2026 and Sunday January 18, 2026.

Motion:

Commissioner Perrine motioned to continue the approval of the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5K, to be held on Saturday, January 2026 and Sunday, January 18, 2026. Vice Mayor Martin seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Discussion: New Smyrna Beach Multi-Modal Transportation Impact Fee Study 2025

Development Services Director Shane Corbin led the discussion on the New Smyrna Beach Multi-Modal Transportation Impact Fee Study 2025.

Nilgun Kamp, from Benesch, presented a PowerPoint on the study.

Commissioner Ashely inquired about the billing authority.

Commissioner McGuirk commented on traffic in the City of New Smyrna Beach, stating that transportation was underfunded and that roads needed to accommodate growth.

Vice Mayor Martin asked whether the multi-modal plan included bike paths.

Commissioner Perrine inquired about comparisons to other local cities.

Mayor Cleveland questioned the impact on the community and infrastructure.

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 14-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to SJP Enterprises LLC., DBA Prince Containers.

Motion:

Vice Mayor Martin moved to adopt Ordinance No. 14-25 which would grant a non-exclusive franchise agreement to SJP Enterprises LLC., DBA Prince Containers. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 16-25: Conduct the First Reading of an ordinance, which, if adopted, upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Cliff Berry Inc.

City Attorney Avallone read Ordinance No. 16-25, the first time, by title only. She reported that Second Reading and Public hearing would be conducted during the April 8, 2025, regular City Commission meeting.

12. BOARDS AND COMMISSIONS

12.A Board Vacancy Notice: The Housing Authority currently has one (1) unfilled four-year term length vacancy, which will expire on August 31, 2027.

12.B Board Vacancy Notice: The Code Compliance Board currently has one (1) unfilled three-year term length vacancy, which will expire on March 3, 2028.

Interim City Clerk Taylor-Harding outlined a report.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor Martin commented on the Deering Park Innovation Center and the strategic planning workshop.

Commissioner McGuirk commented on the Deering Park Innovation Center workshop.

Commissioner Perrine commented on the strategic planning workshop, boards and commissions, and the importance of transparency.

Commissioner Ashely commented on the Deering Park Innovation Center and Turnbull Creek presentations.

Mayor Cleveland commented on the Turnbull Creek Land Preservation presentation and Glenn Storch's presentation, emphasizing the importance of transparency. He noted the commission's consensus on home rule regarding Senate Bill 1118. He thanked Interim Police Chief Kirk and the New Smyrna Beach Police Department for ensuring a safe spring break. Additionally, he commented on the upcoming Volusia League of Cities dinner on Thursday, March 28, 2025, and the Charming Home Tour.

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks two and three of Florida's legislative session.

City Attorney Avallone reviewed pertinent legislative Senate Bills.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 8:39 pm.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL TO INCREASE PURCHASE ORDER 240075 AND AMENDMENT #1 TO A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CONTRACT - VULNERABILITY ASSESSMENT GRANT.

April 8, 2025

Background:

As part of the resiliency program the City obtained a grant from the Florida Department of Environmental Protection (see attached original agreement 23PLN36) to conduct a comprehensive vulnerability assessment compliant with Florida Statute 380.093 to evaluate critical structures and a prerequisite to obtain future grant funds.

On September 26, 2023, the City Commission approved a scope of work from Michael Baker International (MBI) for the vulnerability assessment in compliance with Florida Statute Section 380.093. The approval included consultant fees in the amount of $250,000, which is 100% reimbursable via grant #23PLN36.

The City retained the services of Michael Baker International (MBI) to conduct the study, develop the steering committee, coordinate public input, perform stormwater modeling, etc. in the amount equal to the FDEP grant amount (i.e. no net out of pocket expense to the City).

Upon review, FDEP requested additional work be performed as part of the VA study. The City reached out to MBI who determined the additional cost associated with these tasks to be $54,094, revising their overall fees to $304,094.

Staff recommends approving a change order for PO 240075 in the amount of $54,094 and approving the FDEP Grant of $304,094 which is 100% reimbursable.

Findings:

Staff and MBI worked closely with FDEP to make sure there were no delays in approving

the additional scope of work along with grant dollars to cover such extra costs and have received the approved amendment (copy attached) allocating an additional $54,094 to the grant amount. Although the grant now being $304,094 is 100% reimbursable the monetary increase to MBI's contract still requires City Commission approval as endorsed by staff.

Fiscal Analysis:

In order to increase MBI's contract amount from $250,000 to $304,094 a budget amendment in the amount of $54,094 is required to account #101.54.541.54101.534099 with all costs being reimbursed by FDEP. The budget amendment will be submitted on the April 22 meeting agenda.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

23PLN36 - CITY OF NEW SMYRNA BEACH VULNERABILITY ASSESSMENT -EXECUTED.pdf
23PLN36 A1 - CITY OF NEW SMYRNA BEACH VULNERABILITY ASSESSMENT - EXECUTED.pdf
25PLN53 - City of New Smyrna Beach Vulnerability Assessment - Phase II - For Execution.pdf
09-26-23 SOA AND STAFF REPORT.pdf
240075 MICHAEL BAKER.pdf
MBI Contract.pdf
2023 MBI NSB Vulnerability Assessment.pdf

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of New Smyrna Beach Vulnerability Assessment**
Agreement Number: **23PLN36**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of New Smyrna Beach** Entity Type: **Local Government**

Grantee Address: **210 Sams Avenue, New Smyrna Beach, Florida 32168** FEID: **59-6000387** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Volusia County, Florida**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of New Smyrna Beach.**

5. Total Amount of Funding: **$ 250,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**197-H23**	$ **250,000.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **250,000.00**

6. Department's Grant Manager
Name: **Hanna Tillotson** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-7540**
Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kyle Fegley** or successor
Address: **City of New Smyrna Beach**
214 Sams Avenue
New Smyrna Beach, Florida 32168
Phone: **386-410-2811**
Email: **kfegley@cityofnsb.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/6/2023**
Total Federal Funds Obligated by this Agreement:	**$250,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of New Smyrna Beach **GRANTEE**

By R. Nanf for Khalid Resheidat 1/11/24

(Authorized Signature) Date Signed

Khalid Resheidat, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Alex Reed 1/18/2024

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Hanna Tillotson

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. 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;

b. 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 55 percent 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

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN36

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of New Smyrna Beach Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN36

ATTACHMENT 3

PROJECT TITLE: City of New Smyrna Beach Vulnerability Assessment

PROJECT LOCATION: The Project is located in New Smyrna Beach within Volusia County, Florida.

PROJECT DESCRIPTION:
The City of New Smyrna Beach (Grantee) will complete the City of New Smyrna Beach Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting and Assemble Steering Committee

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes. The Grantee will review and approve the steering committee list and then distribute the draft email to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5:** A draft list of steering committee members;
- 1**.6:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and
- **1.7:** The list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 2: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 3: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections

can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and

assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **7.1:** Meeting agendas to include location, date, and time of meeting;
- **7.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **7.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **7.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **7.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **8.4** A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion.

An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting and Assemble Steering Committee	Contractual Services	$10,366	$0	$10,366	Upon Execution	6/30/2026
2	Conduct Steering Committee Meetings	Contractual Services	$11,643	$0	$11,643	Upon Execution	6/30/2026
3	Public Outreach Meeting #1	Contractual Services	$17,583	$0	$17,583	Upon Execution	6/30/2026
4	Acquire Background Data	Contractual Services	$76,562	$0	$76,562	Upon Execution	6/30/2026
5	Exposure Analysis	Contractual Services	$60,501	$0	$60,501	Upon Execution	6/30/2026
6	Sensitivity Analysis	Contractual Services	$23,939	$0	$23,939	Upon Execution	6/30/2026
7	Public Outreach Meeting #2	Contractual Services	$12,316	$0	$12,316	Upon Execution	6/30/2026
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$37,090	$0	$37,090	Upon Execution	6/30/2026
		Total:	**$250,000**	**$0**	**$250,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$250,000.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$250,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

   a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
   b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
   i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient'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 Recipient 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.

H. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN36

CITY OF NEW SMYRNA BEACH VULNERABILITY ASSESSMENT

City of New Smyrna Beach

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN36

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN36

Project Title: City of New Smyrna Beach Vulnerability Assessment

Grantee: City of New Smyrna Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN36

Project Title: City of New Smyrna Beach Vulnerability Assessment

Grantee: City of New Smyrna Beach

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	◧	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

_____

Grantee's Grant Manager Signature

_____

Print Name

_____

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of New Smyrna Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN36
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF NEW SMYRNA BEACH

This Amendment to Agreement No. 23PLN36 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of New Smyrna Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of New Smyrna Beach Vulnerability Assessment (Project), effective January 18, 2024; and,

WHEREAS, $54,094 in additional funding for this Project is provided under Line Item 197-H of the General Appropriations Act; and the total funding for this Agreement is now $304,094; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Tasks and Deliverables, Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the DEPARTMENT has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

2. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

6. Attachment 6, Resilient Florida Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Resilient Florida Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Resilient Florida Program Specific Requirements.

7. Attachment 8, Contract Provisions for Coronavirus SLFRF Agreements, is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions for Coronavirus SLFRF Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8 shall hereinafter refer to Attachment 8-A, Revised Contract Provisions for Coronavirus SLFRF Agreements. ‘

8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.

11. All other terms and conditions of the Agreement remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF NEW SMYRNA BEACH

By: _____
Authorized Representative or Designee

Kevin Cowper, City Manager
Print Name and Title

Date: 10/4/24

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Alex Reed
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: 11/06/2024

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	6-A	Revised Program Specific Requirements (6 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	M	Match Expenditure Monitoring Form (2 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. 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;

b. 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 55 percent 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

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23PLN36

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of New Smyrna Beach Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN36

ATTACHMENT 3-A

PROJECT TITLE: City of New Smyrna Beach Vulnerability Assessment

PROJECT LOCATION: The Project is located in New Smyrna Beach within Volusia County, Florida.

PROJECT DESCRIPTION:
The City of New Smyrna Beach (Grantee) will complete the City of New Smyrna Beach Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: City of New Smyrna Beach Vulnerability Assessment

The Grantee will complete the following under this Project:

Kick Off Meeting and Assemble Steering Committee
The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes. The Grantee will review and approve the steering committee list and then distribute the draft email to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Acquire Background Data
The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Exposure and Sensitivity Analyses

The Grantee will perform exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Final Vulnerability Assessment Report

The Grantee will finalize the Vulnerability Assessment report. The final report shall include a summary of identified risks and, if applicable, assigned focus areas.

Project Meeting(s)

The Grantee is permitted to facilitate project meetings as deemed necessary. Project meetings shall be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include but are not limited to the subtypes and descriptions below.

- *Steering Committee Meetings*
  The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

  The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

- *Public Outreach Meetings*
  The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

  The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

- *Public Presentation of the Final VA*
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding.

The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables: The Grantee will submit the following:

- **1.1:** For a Kick-off Meeting and Assemble Steering Committee:
    - Meeting agenda to include location, date, and time of meeting;
    - Meeting sign-in sheets or attendance records with attendee names and affiliation;
    - A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
    - Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
    - A draft list of steering committee members;
    - A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and,
    - The list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.
- **1.2:** A Final Vulnerability Assessment Report that provides a summary of results and conclusions based on the statutorily-required scenarios and standards in s.380.093, F.S., to include, at a minimum:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
    - Details on the modeling process and type of models used during the exposure and sensitivity analyses.
- **1.3:** GIS data including, at a minimum, those listed below. If available, the data should be provided in a single-file geodatabase.
    - Raster layers with appropriate metadata of the background data compiled that is not publicly available nor already included in the statewide flood vulnerability and sea level rise data set. This data should include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.;
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - Feature class (or shapefile) of asset datasets with the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., including the appropriate metadata that identified the methods used to create the risk layers. The feature class must use the template provided in the GIS Data Standards.
- **1.4:** A list of critical and regionally significant assets that are impacted by flooding.
- **1.5:** A signed Vulnerability Assessment Compliance Checklist Certification.
- **1.6:** A final list of all meetings hosted or attended by the Grantee after the kick-off meeting, if applicable. The list must include the type of meeting (Steering Committee, Public Outreach, Public Presentation), location, date, and time of meeting(s).

- **1.7:** The Grantee will provide the following for each of the meetings identified through deliverable 1.6:
    - A copy of the presentation(s) and all materials created in the preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), including a meeting agenda;
    - A summary report or meeting minutes that include the meeting purpose, number of attendees, stakeholder recommendations and guidance, and documents decisions and agreed upon outcomes. Steering Committee meetings must also include information regarding the attendee including name, affiliation, position title, and contact information; and
    - A copy of the file or weblink of the video or audio recording from the meeting, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s) and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by five percent (5%) per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's

receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior to October 1, 2024. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Task Start Date	Task Due Date
1	City of New Smyrna Beach Vulnerability Assessment	$304,094	Upon Execution	6/30/2026
	Total:	**$304,094**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	U.S. Department of Treasury	21.027	SLFRP0125	$304,094.00	197-H23
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$304,094.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
    i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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 Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient'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 Recipient 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.

H. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or 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 partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN36

Project Title: City of New Smyrna Beach Vulnerability Assessment

Grantee: City of New Smyrna Beach

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of New Smyrna Beach Vulnerability Assessment - Phase II
Agreement Number: 25PLN53

2. Parties
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of New Smyrna Beach
Entity Type: Local Government
Grantee Address: 210 Sams Avenue, New Smyrna Beach, FL 32168-7040
FEID: 59-6000387 (Grantee)

3. Agreement Begin Date: 7/1/2024
Date of Expiration: 12/31/2026

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Volusia County, Florida

Project Description: The project will complete a comprehensive VA pursuant to Section 380.093, Florida Statutes for Volusia County. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $54,094.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1854	$ 54,094.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 54,094.00

6. Department's Grant Manager
Name: Stephanie Link or successor
Address: Resilient Florida Program, 3900 Commonwealth Boulevard, MS230, Tallahassee, Florida 32399
Phone: 850-245-2096
Email: Stephanie.Link@FloridaDEP.gov

Grantee's Grant Manager
Name: Kyle Fegley or successor
Address: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168-7040
Phone: (386) 410-2811
Email: kfegley@cityofnsb.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of New Smyrna Beach — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Kevin Cowper, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Stephanie Link

_____

DEP QC Reviewer, Justin Goodwin

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. 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;

b. 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 55 percent 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

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN53

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of New Smyrna Beach Vulnerability Assessment - Phase II. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN53

ATTACHMENT 3

PROJECT TITLE: City of New Smyrna Beach Vulnerability Assessment – Phase II

PROJECT LOCATION: The Project is located in New Smyrna Beach within Volusia County, Florida.

PROJECT DESCRIPTION:
The City of New Smyrna Beach (Grantee) will complete the City of New Smyrna Beach Vulnerability Assessment – Phase II Project (Project) to include phase II of a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). Phase I of the VA was completed under DEP grant agreement, 23PLN36.

TASKS AND DELIVERABLES:

Task 1: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. Public Outreach Meeting #1 was completed under DEP grant agreement, 23PLN36.

Deliverables: The Grantee will provide the following:

- **1.1:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 2: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. Steering Committee Meetings during earlier phases of the Project will be completed under DEP grant agreement, 23PLN36.

Deliverables: The Grantee will provide the following:

- **2.1:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, steering committee input, and outcomes.

Task 3: Final Vulnerability Assessment Report – Phase II

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- **3.1:** A Final VA Report that provides a summary of results and conclusions based on the statutorily-required scenarios and standards in s.380.093, F.S., to include, at a minimum:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
    - Details on the modeling process and type of models used during the exposure and sensitivity analyses.
- **3.2:** GIS data including, at a minimum, those listed below. If available, the data should be provided in a single-file geodatabase.
    - Raster layers with appropriate metadata of the background data compiled that is not publicly available nor already included in the statewide flood vulnerability and sea level rise data set. This data should include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.;
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - Feature class (or shapefile) of asset datasets with the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., including the appropriate metadata that identified the methods used to create the risk layers. The feature class must use the template provided in the GIS Data Standards.
- **3.3:** A list of critical and regionally significant assets that are impacted by flooding.
- **3.4:** A signed VA Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may

include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Public Outreach Meeting #2	$12,316	$0	$12,316	7/1/2024	12/31/2025
2	Conduct Steering Committee Meetings	$4,688	$0	$4,688	7/1/2024	3/31/2026

3	Final Vulnerability Assessment Report – Phase II	$37,090	$0	$37,090	7/1/2024	6/30/2026
	Total:	**$54,094**	**$0**	**$54,094**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 24/25	37.098	Resilient Florida Programs	54,094.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$54,094.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25PLN53

CITY OF NEW SMYRNA BEACH VULNERABILITY ASSESSMENT – PHASE II

City of New Smyrna Beach

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN53

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN53

Project Title: City of New Smyrna Beach Vulnerability Assessment - Phase II

Grantee: City of New Smyrna Beach

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of New Smyrna Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

City Commission Regular Meeting
Tuesday, September 26, 2023 at 6:30 PM
Summary of Action

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Randy Hartman, Commissioner Lisa Martin, Commissioner Jason McGuirk and Commissioner Valli Perrine

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchen gave the invocation. Retired Navy Captain and Habitat for Humanity Director Mark Billings led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported a change to Consent Agenda Item 7.L, changing the word disapproval to approval in the title.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Team Volusia Economic Development Corporation Presentation.

Volusia EDC CEO & President Keith Norden outlined a brief presentation.

4.B Proclamation: Declaring October as Manufacturing Month in the City of New Smyrna Beach.

Director of Education and President Emeritus of Volusia Manufacturers Association Jayne Fifer and President of Southeast Volusia Manufacturing and Technology Coalition, Inc. Bliss Jamison accepted the proclamation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Resolution No. 51-23: Consider the adoption of a Resolution, which if adopted, would amend Sections 4 and 7 of the Community Engagement Enhancement Committee establishing Resolution No. 26-22.
Denied 4-1, with Commissioner Martin, Commissioner Perrine, Commissioner McGuirk and Mayor Cleveland voting no.

7.B Resolution No. 52-23: Consider the adoption of a Resolution, which if adopted, would sunset the Facilities Advisory Committee.
Adopted 4-1, with Mayor Cleveland voting no.

7.C Resolution No. 53-23: Consider the adoption of a Resolution, which if adopted, would amend Sections 3 and 7 of the Economic Development Task Force establishing Resolution No. 27-22.
Denied 4-1, with Commissioner Martin, Commissioner Perrine, Commissioner McGuirk and Mayor Cleveland voting no.

7.D Consider the approval of the Fiscal Year 2024 Blanket Purchase Orders exceeding $25,000.
Unanimously approved

7.E Consider the approval to award RFQ 13-23-PLAN Professional Planning Consultant Services to Alfred Benesch & Company, GAI Consultants, Inspire Placemaking Collective, Inc. and Kimley-Horn and Associates, Inc.
Unanimously approved

7.F Consider the approval to award RFP 34-23-CRA Donation of City Owned Property for Affordable Housing including (3) city-owned vacant properties located in the CRA at 428 North Myrtle Avenue and 327 Dimmick Street to Southeast Volusia Habitat for Humanity and 1203 Enterprise Avenue to the New Smyrna Beach Housing Development Corporation.
Unanimously approved

7.G Consider the approval of the Michael Baker International Vulnerability Assessment Proposal.
Unanimously approved

7.H Consider the approval of the FY 23-24 Team Volusia Economic Development Corporation (EDC) Economic Development Cooperative Agreement with the City of New Smyrna Beach.
Unanimously approved

7.I Consider the approval of a proposal from Dredging and Marine Consultants for the Design, Engineering and Construction Administration for the North Causeway Boat Ramp Facility: Dock & Amenity Improvements (Phase II AOB site improvements) in the amount of $183,000.
Unanimously approved

7.J Consider the approval of the Coastal Crisis Negotiations Team (CCNT) MOU.
Unanimously approved

7.K Consider the approval/renewal of the Southeast Volusia Regional Special Weapons and Tactics (SEVR SWAT) MOU
Unanimously approved

7.L Special Event: Consider the disapproval of the Canal Christmas Classic 5K 2023, on December 23, 2023.
Unanimously denied

7.M Special Event: Consider the approval of the Hangar Hootenanny for October 21, 2023.
Unanimously approved

7.N Special Event: Consider the approval of the Night At the Museum Event 2023, on October 28, 2023.
Unanimously approved

7.O Special Event: Consider the approval of the New Smyrna Beach Plein Air Paint Out Event 2023, on October 17 - 21, 2023.
Unanimously approved

7.P Special Event: Consider the approval of the Shark Bite Expo, Half Marathon and 5k along with the Feeding Frenzy 5k 2024, on January 13 and 14, 2024.
Denied 3-2, with Commissioner Martin, Commissioner Perrine and Mayor Cleveland voting no.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Golf Course and Marina for FY 24

A majority consensus from the City Commission was given, directing Mr. Salazar to move forward with the golf fee changes, increasing greens fees by $3.00 and offering NSB residents a $3.00 discount.

Motion:
Commissioner Martin moved to move forward with the Marina fee revamp. Commissioner Perrine seconded the motion, and the motion carried 4-1, with Vice Mayor Hartman voting no.

8.B Consider the approval of two Real Estate Purchase Agreements for Turnbull Creek Conservation properties.
Unanimously approved

10. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 64-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the Proposed Annual Budget of the Utilities Commission, New Smyrna Beach, for the Fiscal Year of October 1, 2023 through September 30, 2024.
Unanimously adopted

9.B Resolution No. 54-23: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna Operating Maximum Millage Rate.
Unanimously adopted

9.C Resolution No. 55-23: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna I & S 2005 Maximum Millage Rate.
Unanimously adopted

9.D Resolution No. 56-23: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna I & S 2018 Maximum Millage Rate.
Unanimously adopted

9.E Resolution No. 57-23: Consider the adoption of a Resolution, which if adopted, would adopt the New Smyrna Beach Budget for Fiscal Year 2023-2024.
Unanimously adopted

9.F Resolution No. 58-23: Consider the adoption of a Resolution, which if adopted, would approve the Fiscal Year 2023-2024 CRA Budget.
Unanimously adopted

9.G Resolution No. 59-23: Consider the adoption of a Resolution, which if adopted, would approve re-appropriating the FY 22/23 Community Redevelopment Agency (CRA) Fund Balance to Specific and Amended CRA Projects in FY 23/24.
Unanimously adopted

9.H Ordinance No. 56-23: Conduct the Second Reading and Quasi-Judicial Hearing of an Ordinance, which if adopted, would allow the approval of a new Planned Unit Development (PUD) Master Development Agreement (MDA) for the previously approved and now expired Village Square PUD MDA, which would allow development within the remaining two existing undeveloped parcels of an approximately 6.4 acre total PUD property area located along SR 44, south of its intersection with Colony Park Road (PUD-3-21).

Unanimously continued to the October 24, 2023 meeting

Motion: (10:29 pm)

Commissioner Martin moved to extend the meeting to 11:00 pm. Commissioner Perrine seconded the motion, and the motion carried 4-1, with Mayor Cleveland voting no.

9.I Ordinance No. 57-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.62 acres of land located at 684 Corbin Park Road.

Unanimously adopted

9.J Ordinance No. 58-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Medium Density Residential for property located at 684 Corbin Park Road as part of an overall annexation application.

Unanimously adopted

9.K Ordinance No. 59-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.62 acres of land to City to City R-2, Single Family Residential for property located at 684 Corbin Park Road as part of an overall annexation application.

Unanimously adopted

9.L Ordinance No. 60-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.22 + acres of property located at 579 Palm Drive.

Unanimously adopted

9.M Ordinance No. 61-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small-Scale Comprehensive Plan amendment, changing the Future Land Use map to City Medium Density Residential for property located at 579 Palm Drive as part of an overall annexation application.
Unanimously adopted

9.N Ordinance No. 62-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.22 acres of land to City-to-City R-2, Single Family Residential for property located at 579 Palm Drive as part of an overall annexation application.
Unanimously adopted

9.O Ordinance No. 63-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would revise charges for household and commercial solid waste.
Unanimously adopted

10. ORDINANCES - FIRST READING

10.A Ordinance No. 55-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend Section VIII, Benefits of the Personnel Policies and Procedures of the City of New Smyrna Beach.
City Attorney Avallone read Ordinance No. 55-23, the first time, by title only. She reported that the Second Reading and Public Hearing will be conducted during the October 10, 2023 regular City Commission meeting.

City Commission consensus directed the City Manager to coordinate with the City Attorney and Human Resources Director to adjust the verbiage in the Charter Officer's contract as to not negatively impact their annual leave amounts.

10.B Ordinance No. 65-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend Section VIII, B (Holidays) of the Personnel Policies and Procedures of the City of New Smyrna Beach, to add Juneteenth as a City holiday.
City Attorney Avallone read Ordinance No. 65-23, the first time, by title only. She reported that the Second Reading and Public Hearing will be conducted during the October 10, 2023 regular City Commission meeting.

City Commission consensus was to include floating holidays in the ordinance.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

11:08 PM

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF THE MICHAEL BAKER INTERNATIONAL VULNERABILITY ASSESSMENT PROPOSAL.

September 26, 2023

Background:

City staff has worked with Michael Baker International (MBI) developing the scope of work needed to provide a comprehensive approach for the vulnerability assessment in compliance with Florida Statute section 380.093. In doing so the vulnerability assessment including the exposure & sensitivity analysis along with depicting critical assets will be developed using the most recent topographical database available taking into account NOAA sea level rise, precipitation data and both tidal & storm surge information.

Findings:

The scope of work complies with and/or exceeds the Florida Statute requirements allowing the City to move forward and apply for State Grant funds that require the vulnerability assessment to be performed.

With the completion of the assessment this places the City in an advantageous position regarding future grant funding and financial opportunities to compete for resiliency funds.

Although the contract for service fees do not exceed the threshold defined within the Consultants' Competitive Negotiation Act (aka Florida Statute 287.055) to award a contract for professional services, the City's purchasing policy has a lower threshold value (being $200,000) that is below MBI's proposal, thus will require City Commission acknowledging and approving/waiving the deviation to the City's Purchasing Policy Manual guidelines defined within section 2.23.

Fiscal Analysis:

The Consultant's fees of $250,000 are 100% reimbursable via FRP grant #23PLN36, which grant agreement is forthcoming for Commission approval.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

City of NSB Vulnerability Assessment SOW_final_draft.pdf
COI Michael Baker.pdf
Michael Baker International, Inc. Contract for Services 062019.pdf

Purchase Order

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 240075-000

BILL TO

151301
FINANCE DEPT-ACCTS PAYABLE
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

VENDOR

MICHAEL BAKER INTERNATIONAL INC
USE REMIT TO
500 GRANT STREET SUITE 5400
PITTSBURGH PA 15219

SHIP TO

BUILDING & INSPECTIONS DEPT.
214 SAMS AVENUE
NEW SMYRNA BEACH FL 32168

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
412-269-6300	412-375-3980	20240043	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/03/2023	6760			52401 BUILDING AND INSPECTION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	VULNERABILITY ASSESSMENT PROPOSAL				
1	APPROVAL OF MICHAEL BAKER INTERNATIONAL VULNERABILITY ASSESSMENT PROPOSAL BY THE CITY COMMISSION AT THEIR SEPTEMBER 26, 2023 MEETING. ***101 .54.541.54101.534099.*** ***$250,000.00***	1.0	EACH	$250,000.000	$250,000.00

By N. Eckroth
Finance Director

RECEIVING COPY

PO Total **$250,000.0**

PROFESSIONAL CONSULTING SERVICES AGREEMENT

ENGINEERING & PLANNING CONSULTING SERVICES FOR THE CITY AIRPORT REQUEST FOR QUALIFICATIONS (RFQ) 10-19-AIR

THIS AGREEMENT is made and entered into this 14th day of June, 2019, by and between **MICHAEL BAKER INTERNATIONAL, INC.,** duly authorized to conduct business in the State of Florida and whose address is 12740 Gran Bay Parkway West, Suite 2110, Jacksonville, FL 32258, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the REQUEST FOR QUALIFICATIONS RFQ 10-19-AIR PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 4. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts

requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Johnny Bledsoe, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2630

For Consultant:

Brian Russell, P.E., Vice President
(Name, Title)

MICHAEL BAKER INTERNATIONAL
(Company)

12740 Gran Bay Parkway West, Suite 2110
(Address)

Jacksonville, FL 32258
(City, State, Zip)

904-380-2507
(Phone)

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Dated: 6/10/2019

Approved as to form and correctness;

Carrie Avallone, City Attorney

Dated: 6/14/19

Purchasing Initials: ctw CTW

Dated: 6/10/19

WITNESSES:

FIRMS

By:

Brian Russell, P.E., Vice President

Dated: 6/5/19

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 14th day of May, 2019 under Agenda Item No. 4272.

Attachments: A. RFQ 10-19-AIR
B. Firm Response to RFQ
C. Insurance Certificate

SCHEDULE OF RATES
MICHAEL BAKER INTERNATIONAL

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for ***All Items/Wage earners & clerical workers***, for the percent of change through the month of May of each calendar year.

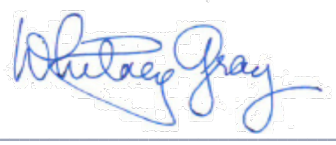
The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Classifications	Loaded Hourly Rates
Principal	$267.00
Senior Project Manager	$230.00
Senior Planner	$182.00
Planner	$89.00
Senior Construction Manager	$132.00
Construction Inspector	$81.00
Senior Hydrologist	$231.00
Senior Environmental Scientist	$202.00
Environmental Scientist	$126.00
Senior Engineer	$176.00
Engineer	$131.00
Engineer Intern	$86.00
Senior Architect	$180.00
Architect	$105.00
Architect Intern	$73.00
CADD Technician	$65.00
Senior Designer	$130.00
Designer	$104.00
Clerical/Administrative	$74.00

Michael Baker
INTERNATIONAL
Michael Baker International, Inc.
2316 Killearn Center Blvd.,
Suite 201-A
Tallahassee, Florida 32309
850-701-2301

Scope of Work

Proposal for City of New Smyrna Beach Comprehensive Vulnerability Assessment



By: Whitney Gray
Resilience Program Manager

July 28, 2023

EXHIBIT A
SCOPE OF SERVICES AND FEE ESTIMATE

CITY OF NEW SMYRNA BEACH, FLORIDA
COMPREHENSIVE VULNERABILITY ASSESSMENT

INTRODUCTION

The CITY of New Smyrna Beach (CITY) requests the services of Michael Baker International, Inc. (CONSULTANT), to conduct a comprehensive vulnerability assessment (VA) in fulfillment of the CITY's 2023 Resilient Florida planning grant. The vulnerability assessment will comply with Section 380.093, Florida Statutes (F.S.), and Chapter 62S-8, Florida Administrative Code (F.A.C.) and will leverage existing CITY data to the extent practical and develop new data as necessary. The CITY desires to comply with the statutory requirements to be eligible to apply for future Resilient Florida funding for infrastructure projects indicated by the vulnerability assessment. To that end, the vulnerability assessment will include the standard scope of work tasks as provided in FDEP's Standard Vulnerability Assessment: Scope of Work Guidance document. The following tasks describe the services which the CONSULTANT will provide.

TASK 1 – KICKOFF AND STEERING COMMITTEE MEETINGS AND PUBLIC OUTREACH

The CONSULTANT will conduct and/or support the following meetings, public outreach, and coordination efforts:

A. Kickoff Meeting

Following the Notice to Proceed (NTP), the CONSULTANT will support one (1) in-person kickoff meeting hosted by the CITY to develop the project management plan including the scope, goals, schedule, key milestones, and deliverables. The meeting will also be used to identify project steering committee members. The CONSULTANT will coordinate with the CITY to prepare the agenda, participant list, exhibits, and meeting materials, and will prepare the meeting notes following the kickoff.

Deliverable 1.A.: Kickoff meeting materials and notes to include a draft list of Steering Committee members

B. Steering Committee Meetings

The CONSULTANT will host at least two (2) virtual steering committee meetings at the beginning and end of the project. No more than two (2) additional virtual steering committee meetings will be held to provide guidance at critical decision points throughout the project process.

The CONSULTANT will coordinate with the CITY to develop the days and times for these meetings, develop the agenda, send out the meeting invitations, record attendance and meeting notes, and distribute meeting notes.

Deliverable 1.B: Steering Committee materials and meeting notes.

C. Public Outreach Workshops

The CONSULTANT will support the CITY for two (2) public meetings. The first meeting is to obtain public input on critical assets and to solicit comments that may assist in developing the goals of the study. The second public meeting will be to provide the public with the results of the study and obtain comments which may prompt reconsideration of the methodologies assumptions, and results. The CONSULTANT will prepare meeting exhibits, social media invitations, sign-in sheets and will collect written and verbal comments to be further reviewed by the steering committee.

Deliverable 1.C: Public Outreach materials and meeting notes

TASK 2: ACQUIRE BACKGROUND DATA

In coordination with the CITY, the CONSULTANT will collect critical asset, survey, and modeling data to be used in the vulnerability assessment. Existing data developed during the previous vulnerability assessment will be used as appropriate. The following sections describe these collection efforts in more detail:

A. Critical/Regionally Significant Assets Inventory

The CONSULTANT will collect the following types of assets using available published information and databases as well as public input:

1. Transportation Assets and Evacuation Routes
2. Critical Infrastructure
3. Critical Community and Emergency Facilities
4. Natural, Cultural, and Historical Facilities

B. Topographic Data

The CONSULTANT will use the most recent publicly available DEM for the City of New Smyrna Beach. This data has already been collected as part of the 3DEP Peninsular Florida LiDAR project. The survey data will be in the NAD83(2011) State Plane FL North (FIPS 0903) horizontal coordinate system with elevations reported in the NAVD88 vertical datum, as prescribed by the Resilient Florida statute.

C. Flood Scenario-Related Data

The CONSULTANT will collect data to be used in the hydrologic and hydraulic evaluations for the VA including:

1. Precipitation data from NOAA Atlas 14 and other sources including the St. Johns River Water Management District and USGS. The CONSULTANT will also collect and determine the applicability of using USGS information on change factors for rainfall distribution curves developed for South and Central Florida. Precipitation data will be included for the 100-year/24-hour storm and an additional longer-duration storms based on our evaluation of recent storm events and flood levels.

2. SEA level rise (SLR) projections will be sourced from NOAA's 2017 intermediate-high and intermediate-low SLR projections for 2040 and 2070 (and other projections and timeframes that may be determined during the project kickoff and steering committee meetings). SLR projections from the Florida Flood Hub may be used as available.

3. Tidal datums and tidal flooding will be sourced from the NOAA Tides and Currents website, the NOAA Digital Coast SLR Viewer, and the Florida Flood Hub (as available)

4. Storm surge data will be sourced from the Federal Emergency Management Agency (FEMA) flood depth grids and water surface elevation grids, National Hurricane Center's Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model, or USACE Coastal Hazards System South Atlantic Coastal Study (SACS).

5. Other data as appropriate.

Deliverable 2: Technical report outlining the data compiled, findings, and recommendations to address any data gaps identified; GIS files with appropriate metadata.

TASK 3 – DRAFT VULNERABILITY ASSESSMENT

A. Exposure Analysis

This task will include the evaluation of existing flood models by FEMA and local sources in addition to newly developed Hydrologic & Hydraulic models of non-studied areas within the city. The purpose of this task is to identify the depth of water caused by each sea level rise, storm surge, rainfall, and/or compound flood scenario. All flood scenarios will be analyzed according to the requirements set out in s. 390.093, F.S., and c. 62S-8, F.A.C.

Deliverable 3.A.: Technical report outlining the modeling approach and results

B. Sensitivity Analysis

This task will include a sensitivity analysis with the purpose of measuring the impact of the increased flooding on assets. This assessment will include a breakdown of flood severity for each asset type for each flood scenario and will assign a risk level based on percentages of land area inundates and the number of critical assets affected.

Deliverable 3.B.: Draft Vulnerability Assessment detailing the findings of the exposure and sensitivity analyses, including visual presentation of the data in maps and tables. Will include an initial list of critical and regionally significant assets that are impacted by flooding.

TASK 4 – FINAL VULNERABILITY ASSESSMENT

Based on input from the steering committee and public outreach efforts, the CONSULTANT will further develop, refine, and finalize the VA per the guidelines in s. 380.093, F.S. as follows:

A. Report

The CONSULTANT will prepare a report documenting the approach and findings of the vulnerability assessment with graphics depicting the impact of the city's critical assets and pilot study area. The report will include the minimum information required as defined by FDEP's Scope of Work Guidance document dated May 2022.

B. Electronic Maps

The CONSULTANT will provide maps in electronic format, geospatially referenced, and compatible with the FDEDP's mapping tool. The relevant maps will also be included as exhibits in the report deliverable.

C. List of Critical Assets

The report will include a list of critical assets, including regionally significant assets, that are impacted by flooding or may be exposed to future flood risk.

Deliverable 4: Final Vulnerability Assessment

TASK 5 – PROJECT MANAGEMENT AND QUALITY CONTROL

The CONSULTANT will provide project management activities including but not limited to client and sub-CONSULTANT coordination, contract management, invoicing, and scheduling. Our Project Management fee is based on an 18-month schedule.

The CONSULTANT will provide quality reviews of all meeting materials and deliverables to the client and/or FDEP. A quality review will be included in our detailed scheduling and performed in accordance with our project-specific Project Management Plan which will be developed upon notice-to-proceed.

FEE AND SCHEDULE

CONSULTANT will provide the items required by FDEP within the grant-allotted timeframes. CONSULTANT proposes to perform the tasks provided herein for the LUMP SUM fee of $250,000. Please refer to Exhibit B for our staff hour and fee breakdown.

Exhibit B Staff Hour and Fee Breakdown
New Smyrna Beach Vulnerability Assessment

New Smyrna Beach Vulnerability Assessment																	
	Michael Baker's 2019 Contracted Rates with NSB																
	Principal	Sr. Project Manager	Senior Planner	Planner	Senior Engineer	Engineer	Engineer Intern	CADD Technician	Senior Designer	Designer	Clerical / Administrative	Total	Direct Labor	Loaded Labor		Direct	Total
Tasks	$267.00	$230.00	$182.00	$89.00	$176.00	$131.00	$86.00	$65.00	$130.00	$104.00	$74.00	Hours	Cost	Costs	Notes	Costs	Costs
Task 1 - Kickoff, Steering Committee, and Public Outreach Meetings																	
1.A. Kickoff Meeting (in person)	1	8	24							8	8	49	$7,899	$7,899	Travel / Printing	$2,467	$10,366
1.B. Steering Committee Meetings (virtual) (4)	1	8	40							16	8	73	$11,643	$11,643			$11,643
1.C. Public Outreach Meetings (in person) (2)	1	40	60							32	16	149	$24,899	$24,899	Travel / Printing	$5,000	$29,899
Task 1 Totals	***3***	***56***	***124***	***0***	***0***	***0***	***0***	***0***	***0***	***56***	***32***	***271***	***$44,441***	***$44,441***		***$2,467***	***$51,908***
Task 2 - Acquire Background Data																	
Critical Assets (Critical/Regionally Significant Assets Inventory)	1	2	40	60	12						8	123	$16,051	$16,051			$16,051
Survey (Topographic Data)		2		8	12					24	8	54	$6,372	$6,372	Surveyor	$50,000	$56,372
Modeling Data	1			8	12	8						29	$4,139	$4,139			$4,139
Task 2 Totals	***2***	***4***	***40***	***76***	***36***	***8***	***0***	***0***	***0***	***24***	***16***	***206***	***$26,562***	***$26,562***		***$50,000***	***$76,562***
Task 3 - Draft Vulnerability Assessment																	
3.A. Exposure Analysis																	
Inland Analysis	1	6			40	80						127	$19,167.00	$19,167	FEMA Library Expense	$3,000	$22,167
Coastal Analysis	1	6			40	80						127	$19,167	$19,167			$19,167
Exposure Analysis	1	6			40	80						127	$19,167	$19,167			$19,167
3.B. Sensitivity Analysis	1				28	24			120			173	$23,939.00	$23,939			$23,939
Task 3 Totals	***4***	***18***	***0***	***0***	***148***	***264***	***0***	***0***	***120***	***0***	***0***	***554***	***$81,440***	***$81,440***		***$3,000***	***$84,440***
Task 4 - Final Vulnerability Assessment Report, Maps, and Tables																	
4.A. Report	4	8	60	80	12							164	$23,060	$23,060	Printing	$1,000	$24,060
4.B. Electronic Maps	1		8	80	4							93	$9,547	$9,547			$9,547
4.C. List of Critical Assets	1		4	24	2							31	$3,483	$3,483			$3,483
Task 4 Totals	***6***	***8***	***72***	***184***	***18***	***0***	***0***	***0***	***0***	***0***	***0***	***288***	***$36,090***	***$36,090***		***$1,000***	***$37,090***
Project Totals	***15***	***86***	***236***	***260***	***202***	***272***	***0***	***0***	***120***	***80***	***48***	***1319***	***$188,533***	***$188,533***		***$56,467***	***$250,000***

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF AWARD OF ITB-06-25-CIP TO CONSTRUCT CO FOR THE CONSTRUCTION OF THE NORTH CAUSEWAY BOAT RAMP DOCK & AMENITY IMPROVEMENTS.

April 8, 2025

Background:

The North Causeway Boat Ramp is the most used boat launch in the City of New Smyrna Beach. This project is aimed at converting the fixed docks to a floating dock system that will increase the longevity of the docks, provide ease of access during all tidal conditions, and enhance boater safety.

In March 2022 city staff applied for a FIND Grant with a 50/50 match for design and was awarded the grant in November 2022.
Then in March 2023 city staff applied for another FIND Grant with a 50/50 match for construction, which was awarded in October 2023.

This project was advertised for construction January 13-February 19, with the bids being opened on February 20.
Seven bids were submitted. After careful review of the bid tabulations and reference check, DMC, has recommend, with city staff agreement, the contract to be awarded to Construct Co.

Once the Notice to Proceed has been issued to the contractor, the project duration is 150 days to Substantial Completion, then an additional 30 days for Final Completion.

Fiscal Analysis:

The project cost is $1,353,321. Funds for this project are available in Fund 302 Capital Projects Outlay. A budget amendment will be submitted at an upcoming commission meeting.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

ITB 06-25-CIP North Causeway Boat Ramp, Dock & Amenity Improvements , Phase 1 w attachment.pdf
Construct Bid.pdf
Evaluation Tabulation.pdf

Recommendation Letter.pdf
Signed Contract.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

ITB 06-25-CIP

NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS, PHASE 1

RELEASE DATE: January 13, 2025
DEADLINE FOR QUESTIONS: January 30, 2025
RESPONSE DEADLINE: February 19, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

ITB 06-25-CIP

North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Project Specific .....
VI. Total Bid Proposal .....
VII. Terms and Conditions .....
VIII. Federal Conditions .....
IX. Insurance Requirements .....
X. Contractor Specific .....
XI. Required Responses .....

Attachments:

A - Public Records
B - Draft Contract
C - Federal Provisions
D - Required Documentation and City Forms
E - Bond Forms
F - Revised Plans - North Causeway AOB Ph.1 R1 - Signed
G - Technical Specifications
H - Reference Questionnaire

I. Public Notice

I.A Notice to Bidders

06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

The City of New Smyrna Beach is seeking sealed bids from qualified General Contractors to construct and install floating docks at the City of New Smyrna Beach North Causeway boat ramp located at 170 North Causeway, New Smyrna Beach, Florida 32169.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb, document 06-25-CIP.

This project will be partially funded by a Florida Inland Navigation District (F.I.N.D) Grant, Project number VO-NSB-24-E. The award of a contract will be contingent upon the concurrence of the City and funding partner(s).

All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Monday, January 13, 2025
Daytona News Journal
OpenGov: https://secure.procurenow.com/portal/cityofnsb/

II. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety (90) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all

technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach is seeking sealed bids from qualified General Contractors to improve the boat ramp facility at the City of New Smyrna Beach North Causeway located at 170 North Causeway, New Smyrna Beach, Florida 32169.

The North Causeway is a popular boat ramp and will be operational during the time of construction. The city will work with the awarded contractor on the timeline of the construction.

II.B Background

The city serves an area of 41.6 square miles in size and serves a population of approximately 32,400. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

Additional information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	January 13, 2025
Pre-Bid Meeting (Non-Mandatory)	January 23, 2025, 10:00am Virtual/Microsoft Teams Meeting Meeting ID: 224 012 270 680 Password: yR6Pv3eV Dial by Phone: 786-636-1338 Conference id: 258 604 933#
Deadline for Written Questions	January 30, 2025, 5:00pm
Bid Due Date	February 19, 2025, 5:00pm
Bid Opening	February 20, 2025, 9:00am Microsoft Teams Meeting Meeting ID: 270 252 917 596 Password: hh3Az2AX Dial by Phone: 786-636-1338 Conference id: 914 504 196#
Recommendation to the Commission	March 25, 2025

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the

second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer, Tuan Huynh or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such

quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. General Information

All bids shall remain firm for ninety (90) days after the day of the bid opening, but City may, in its sole discretion, release any bid and return the bid security prior to that date.

Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which is not provided on the City form or fails to include the requested information, may be considered non-responsive and disqualified from consideration for award. The City shall notify any bidder in writing whose bid has been deemed non-responsive.

IV.A Acceptance of Conditions

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

IV.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

IV.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, January 30, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

IV.F Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Bidders may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the proposals will occur at this time.

IV.G Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

IV.H City's Rights

The Owner reserves the unqualified right, in the Owner’s sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner’s sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City’s best interest.

IV.I Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a

Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.J Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.K Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

IV.L Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff, and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

IV.M Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

IV.N Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid

including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.O Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.P Due Date

Electronic bids shall be received prior to 5:00 pm on Thursday, January 30, 2025, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

IV.Q Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

IV.R Federal and State Tax

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.S Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

IV.T Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.U Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee,

and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Thursday, January 30, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.V Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

IV.W Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.X Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

IV.Y Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.Z Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.AA On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.CC Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting and site visit for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline

IV.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

IV.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any bidder in the preparation of its bid or proposal in response to this solicitation, nor for the presentation of its bid or proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt

from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.GG Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.II Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IV.JJ Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no

time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.KK Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

IV.LL Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.MM State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.NN Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.OO Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

IV.PP Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

IV.QQ Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

V. Project Specific

V.A Statement of Work:

The City of New Smyrna Beach is seeking sealed bids from qualified General Contractors to remove the existing fixed docks and replace them with the new floating dock system at the City

of New Smyrna Beach North Causeway boat ramp located at 170 North Causeway, New Smyrna Beach, Florida 32169. This site was previously called "AOB Site"

The new proposed floating dock system will be a combination of timber docks, aluminum gangways, and ADA accessible concrete floating docks; along with replacing the concrete sidewalks leading up to the docks. The project also consists of mechanical dredging of up to 440 cubic yards of material prior to construction taking place.

V.B Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

- Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.
- In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Wednesday, February 19, 2025, with 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1 in the subject line of the email.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as “Active”.
- Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

V.C Drawings and Technical Specifications

Drawings are provided as Attachment F in Section 11 of this document and are incorporated by reference to the awarded agreement, which contains technical specifications for the work to be completed, in addition to drawings and other terms and conditions with which Contractor shall comply.

The general character and scope of the work are illustrated by the drawings provided as Attachment F and G in Section XII of this document.

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

Copies of Drawings and Specifications Furnished: The Owner shall furnish to the Contractor an electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

V.D Changes

Compliance with Specifications and Drawings: All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

V.E Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

V.F Conditions of Work

Each bidder shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the bidder or which may, in the Contractor's opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is

considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The bidder, by and through the submission of this bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

V.G Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

V.H Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in

triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V.I Inspections and Tests

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VI. Total Bid Proposal

This project will be partially funded by a Florida Inland Navigation District (F.I.N.D) Grant, Project number VO-NSB-24-E. The award of a contract will be contingent upon the concurrence of the City and funding partner(s). The City reserves the right to cancel this solicitation at any time up to the execution of the Agreement if funding authorization is not received.

The uploaded price proposal in Section XII must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

AOB PHASE 1

LS=Lump Sum; LF= Linear Foot; CY=Cubic Yard; SY= Square Yard; EA= Each; TN=Ton; SF= Square Foot

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Construction, As-Built, and Pre/Post Dredge Survey	1	LS		
3	Demolition, Hauling, and Disposal	1	LS		
4	Vibration Monitoring	1	LS		
5	Environmental Compliance (Including FDOT Type II Floating Turbidity Barrier)	1	LS		
6	Temporary Traffic Control	1	LS		
7	Clearing, Grubbing, and Restoration	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Mechanical Dredging and Disposal of Dredged Material	440	CY		
9	Fixed Timber Dock (Includes 12-Inch Round SYP Marine Grade Timber Piles)	662	SF		
10	Aluminum Gangways (30' x 5')	6	EA		
11	Concrete Floating Dock (Includes 14-Inch Square FDOT Marine Grade Concrete Piles & 12-Inch Dia. SYP Marine Grade Timber Mooring Piles)	2,494	SF		
12	Concrete Sidewalk	42	SY		
TOTAL					

VII. Terms and Conditions

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

VII.A Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.B Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a

Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE HUNDRED FIFTY ($150.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VII.C Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within ONE HUNDRED FIFTY (150) CALENDAR DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VII.D Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VII.E Notice to Proceed

When the contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.F Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VII.G Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally

accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.H Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VII.I Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.J Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The

schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed, then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is

used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City 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, 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 City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.K Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of the Work, Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to

reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.L Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.M Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VII.N Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The

Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.O Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.P Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VII.Q Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and

specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.R Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VIII. Federal Conditions

VIII.A Access to Records

The following access to records requirements applies to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) 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.

B. 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.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

VIII.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

VIII.C Byrd Anti-Lobbying Amendment

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.

VIII.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

VIII.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 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.

VIII.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply 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 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.

VIII.G Davis Bacon Act

Davis Bacon Act as amended (40 U.S.C. §§3141-3148) when required by Federal program legislation, which includes 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, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply 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. If applicable, the CITY must place a 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 CITY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes 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 (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply 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"). As required by the Act, each contractor or subrecipient is 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 CITY must report all suspected or reported violations to the Federal awarding agency.

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 the 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.

VIII.H Debarment and Suspension

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 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.

VIII.I Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

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

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

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

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

VIII.J E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIII.K Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

C. 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 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.

D. 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. A copy of Executive Order 11246 is provided in Attachments.

E. 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.

F. 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 as 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.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

VIII.L Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR’s performance of work under this Agreement, to the extent allowed and required by law.

VIII.M No Obligation by Federal Government

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.

VIII.N Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

VIII.O Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation 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.

IX. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

IX.A Type of Insurance

Workers Compensation: Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability: Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Fire Damage: $ 50,000

Auto Liability: Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

IX.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

IX.C Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of Project.

Longshoreman Insurance - required insurance coverage for many contractors and workers that work in and around a body of water. The Longshore and Harbor Worker's Compensation Act (LHWCA) was passed by Congress in 1927 and protects over 678,000 workers who may be injured or have an employment-related injury or occupational disease on navigable waters of the United States of America, or in adjoining areas. Longshoreman Insurance is the federal type of workers compensation insurance.

IX.D Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor’s Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen’s Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer’s general liability insurance for the protection of the subcontractor's employees not otherwise protected under such provisions.

IX.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.F Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

IX.G Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

IX.H Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

IX.I Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

IX.J Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

IX.K Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

X. Contractor Specific

X.A Authority and Duties of the Engineer

Status of the Engineer: The work shall be subject at all times to the review of the Engineer or designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements

thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

X.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

X.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor’s absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

X.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

X.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

X.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

X.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

X.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

X.I Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

X.J Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

X.K Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

X.L Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

XI. Required Responses

Bids/Proposals shall include all the information solicited in this document. The Bidder should not withhold any information from the written responses in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Failure to provide all of the information shall result in the bid being excluded from consideration. The City of New Smyrna Beach reservices the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

Complete and upload the following information/documents as one (1) PDF.

XI.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

XI.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XI.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

XI.D Professional Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

XI.E Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and

all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

XI.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Wednesday, February 19, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

XI.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within 14 working daysafter the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

XI.H Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XI.I Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

XI.J Required Documentation and City Required Forms*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Important note: The uploaded price proposal must be the same price submitted in Section IV of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Documents must be signed by an authorized Officer within your organization.

• City of NSB Form: Authorized Signature/Negotiators
• City of NSB Form: Vendor Information Form
• City of NSB Form: Vendor Summary Form
• City of NSB Form: Completed W9
• City of NSB Form: Statement of Insurance
• City of NSB Form: Public Entity Crime Information Statement
• City of NSB Form: Disputes Disclosure
• City of NSB Form: Drug Free Workplace Certification
• City of NSB Form: Sworn Statement
• City of NSB Form: Non-Collusion Affidavit
• City of NSB Form: E-Verify
• City of NSB Form: Human Trafficking Affidavit
• City of NSB Form: Conflict of Interest
• City of NSB Form: Organizational Information
• City of NSB Form: Prohibition Against Contracting with Scrutinized Companies

• City of NSB Form: Smoke Free Acknowledgement
• City of NSB Form: References
• City of NSB Form: List of Subcontractors
• City of NSB Form: Signed Addendums (if applicable)
• Copy of Sunbiz Registration with Active Status
• Copy of Sam's Gov Registration
• Bid Bond, No Less than 10% of the bid price/sum
• Signed Bid Form

*Response required

XI.K Reference Questionnaire *

In addition to the reference form provided in the Attachment Section of this document, Proposer understands that they shall provide each reference listed a copy of the Reference Questionnaire that is provided in the Attachment Section. References shall email the completed form to purchasing@cityofnsb.com prior to proposal due date outlined in Section II.

☐ Please confirm
*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty **(150)**

consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid w Addendums
- Construction Specifications
- Drawings
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

DRAFT

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

DRAFT

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
_____	_____
Address	*Address*
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

DRAFT

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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, 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 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements 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 or national origin.

3. 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.

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 affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor**."** ***Contractor must complete enclosed certification***

2. **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.

3. **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.

4. **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.

5. **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 ofthe Environmental Protection Agency (EPA).

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

7. **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. ***Contractor must complete enclosed certification***

8. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area □rms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

9. **Procurement of recovered materials. See 2 CFR 200.323.**

   A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 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.

10. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

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

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).

Telecommunications or video surveillance services provided by such entities or using such equipment.

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.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

11. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

12. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

13. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

14. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

15. Access to Records

The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.

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.

16. Compliance with Federal Law, Regulation and Executive Orders

The Contractor agrees to comply with all applicable federal law, regulations and executive orders.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

19. Termination By Contractor For Cause

(a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

20. Termination By The City For Convenience And Without Cause

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 order 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.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DEBARMENT/SUSPENSION CERTIFICATION

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 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

   The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

Project ID: ITB 06-25-CIP

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Trench Safety	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	
Bid Bond, No Less than 10% of the bid price/sum	
Signed Bid Form	

City of New Smyrna Beach

ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	06-25-CIP
BID TITLE:	North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

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

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 0**6-**25-**CIP**,** North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Required Form: Designated List of Subcontractors
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST: _____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____
(Address)

____
_____
(Witness as to Principal)

_____ _____

(Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ By: _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

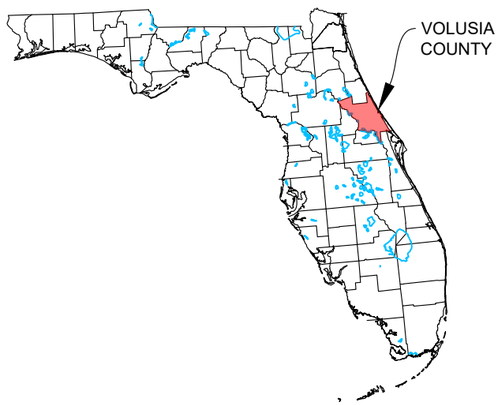
CONSTRUCTION DRAWINGS

CITY OF NEW SMYRNA BEACH
NORTH CAUSEWAY
BOAT RAMP FACILITY IMPROVEMENTS

FEBRUARY 7, 2025

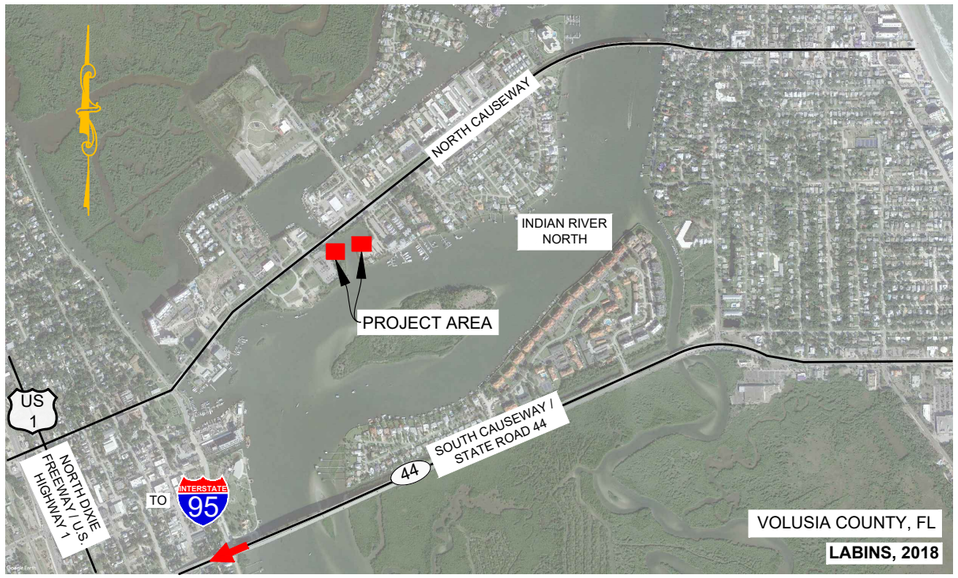
REVISED PLANS

FLORIDA



PROJECT LOCATION MAP

SECTION 17, TOWNSHIP 17 SOUTH, RANGE 34 EAST



170 NORTH CAUSEWAY, NEW SMYRNA BEACH, FL 32169

INDEX

SHEET	DESCRIPTION
CVR	INDEX & LOCATION MAP
C-01	EXISTING CONDITIONS
C-02	AERIAL
C-03	DEMOLITION PLAN (WEST)
C-04	DEMOLITION PLAN (EAST)
C-05	DREDGE PLAN
C-06	DREDGE ROUTE
C-07	DREDGED MATERIAL PLACEMENT SITE
C-08	SITE PLAN (WEST)
C-09	SITE PLAN (EAST)
C-10	DOCK A - PLAN
C-11	DOCK A - DETAILS
C-12	DOCK B - PLAN
C-13	DOCK B - DETAILS
C-14	DOCK C - PLAN
C-15	DOCK C - DETAILS
C-16	DOCK D - PLAN
C-17	DOCK D - DETAILS
C-18	TIMBER DOCK A DETAILS
C-19	TIMBER DOCK B DETAILS
C-20	TYPICAL TIMBER DOCK DETAILS
C-21	TYPICAL TIMBER DOCK RAILING DETAILS
C-22	CONCRETE DETAILS
C-23	FLOATING DOCK & GANGWAY DETAILS
C-24	GENERAL NOTES
C-25	GENERAL NOTES
C-26	GENERAL NOTES
C-27	ENVIRONMENTAL NOTES
1 OF 3	SURVEY
2 OF 3	SURVEY
3 OF 3	SURVEY

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF RECORD (EOR) OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS.

ADDENDA	
No.	DATE
R1	2/7/2025

CURTIS N TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Curtis N. Todd
Date: 2025.02.10 17:04:19 -05'00'

CURTIS N. TODD
FLORIDA LICENSE No.

CITY COMMISSION

FRED CLEVELAND	MAYOR
VALLI PERRINE	VICE MAYOR / ZONE 1
LISA MARTIN	ZONE 2
JASON MCGUIRK	ZONE 3
RANDY HARTMAN	ZONE 4

VERTICAL DATUM HEREIN REFERENCES:
1. TOPOGRAPHIC: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)
2. HYDROGRAPHIC: MEAN LOW WATER

ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE BELOW PERMITS:
1. FDEP FILE No.:
2. USACE PERMIT No.:

811 Know what's below. Call before you dig.

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: COVER 2/10/2025

300



WEST: EXISTING BOAT RAMP TO REMAIN DMC, JULY 2023



WEST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



WEST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



EAST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



EAST: EXISTING BOAT RAMP TO REMAIN DMC, JULY 2023



EAST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023

DRAWING: EXISTING CONDITIONS
DMC JOB NO. 23-128-11
SHEET NO. C-01
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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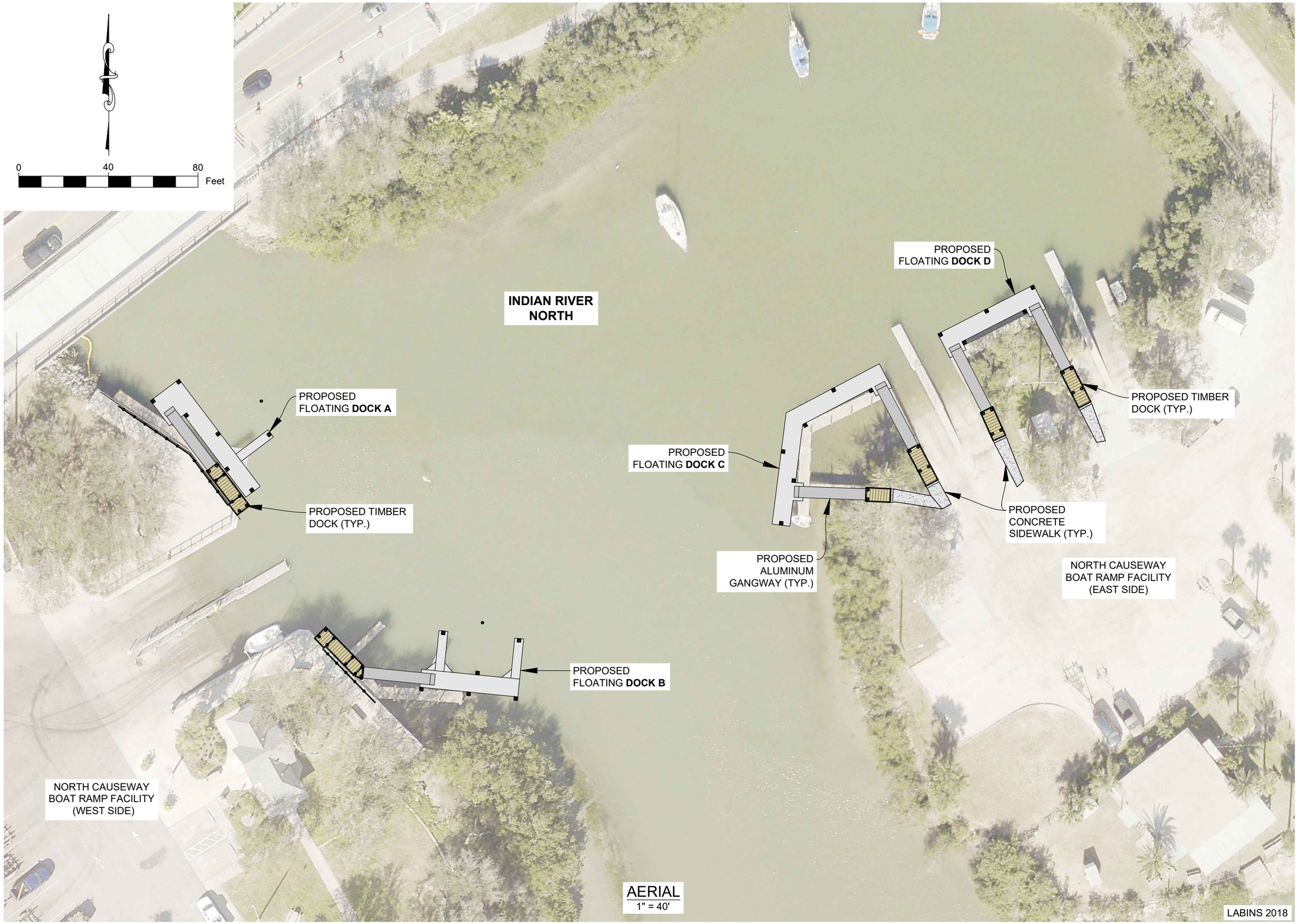

DRAWING: AERIAL
DMC JOB NO. 23-128-11
SHEET NO. C-02
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP
FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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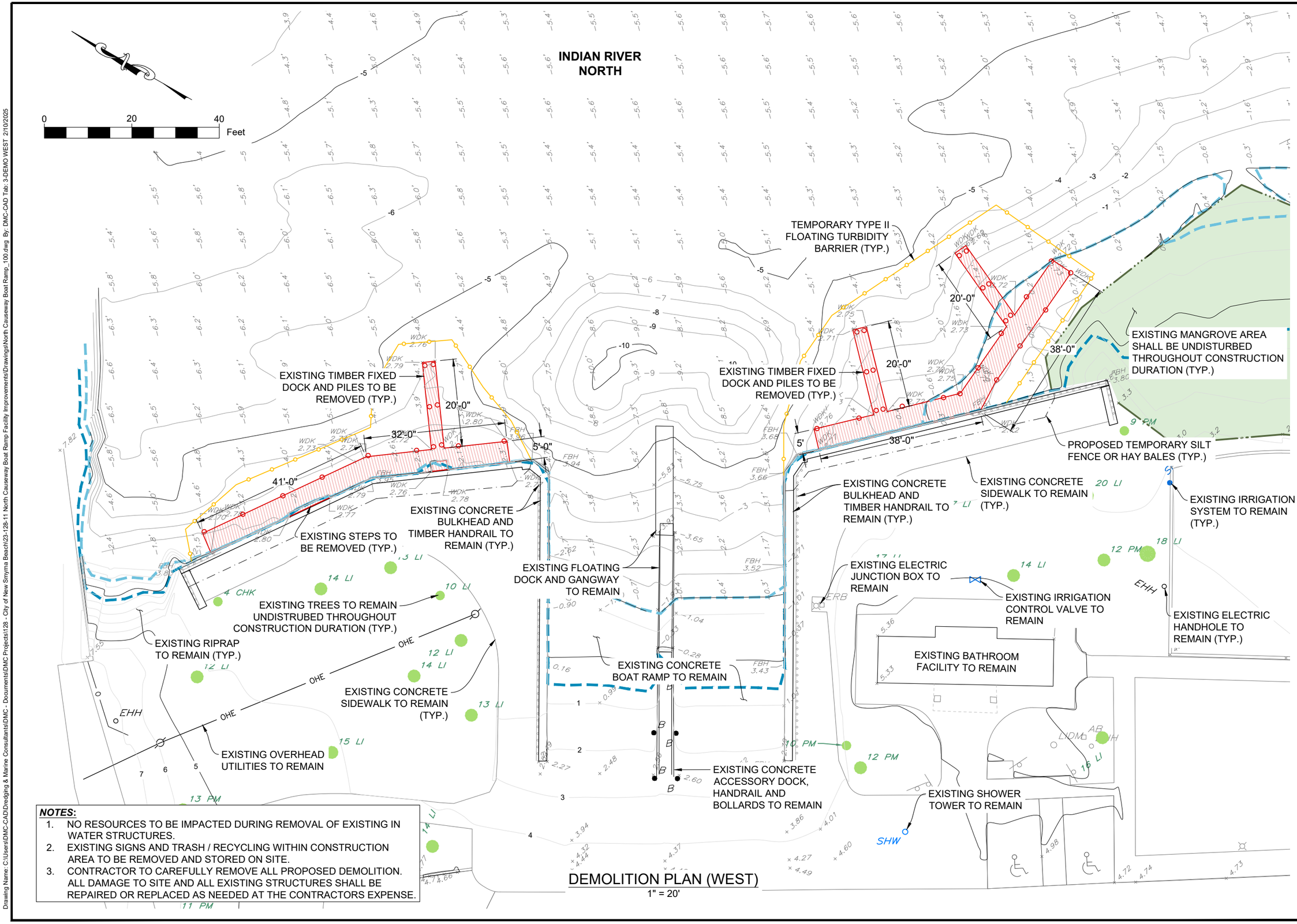

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DEMOLITION PLAN (WEST)

1" = 20'

DRAWING: DEMOLITION PLAN (WEST)
DMC JOB NO. 23-128-11
SHEET NO. C-03
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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0 20 40 Feet

INDIAN RIVER NORTH

EXISTING TIMBER FIXED DOCK AND PILES TO BE REMOVED (TYP.)

EXISTING FLOATING DOCK AND GANGWAY TO REMAIN (TYP.)

TEMPORARY TYPE II FLOATING TURBIDITY BARRIER (TYP.)

EXISTING TIMBER FIXED DOCK TO REMAIN

43'-0"

47'-0"

39'-8"

44'-0"

23'-3"

21'-3"

35'-3"

41'-5"

24'-5"

15'-7"

4'-6"

3'-10"

3'-10"

EXISTING ACCESSORY DOCK TO REMAIN (TYP.)

EXISTING 14" DIA. ROYAL PALM TO BE REMOVED

EXISTING TREES TO REMAIN UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

EXISTING CONCRETE BOAT RAMP TO REMAIN (TYP.)

EXISTING ELECTRIC OUTLET TO REMAIN

EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED (TYP.)

EXISTING MANGROVE AREA SHALL BE UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

TEMPORARY SILT FENCE (TYP.)

EXISTING SIGNAGE (TYP.)

EXISTING CONCRETE SIDEWALK TO REMAIN (TYP.)

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DEMOLITION PLAN (EAST)

1" = 20'

DRAWING: DEMOLITION PLAN (EAST)
DMC JOB NO. 23-128-11
SHEET NO. C-04
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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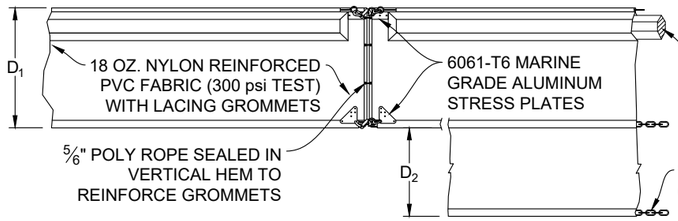
NOTES:
D_1= 5'-0" STD. (SINGLE PANEL FOR DEPTHS 5'-0" OR LESS)
D_2= 5'-0" STD. (ADDITIONAL PANEL FOR DEPTHS > 5'-0")

TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.



LEGEND:

PROPOSED DREDGE AREA = 0.19 AC
VOLUME UP TO 440± CY

NOT REQUIRED TO DREDGE

FDOT TYPE II FLOATING TURBIDITY BARRIER STATE OF FLORIDA EROSION & SEDIMENT CONTROL MANUAL

N.T.S.

0 30 60 Feet

INDIAN RIVER NORTH

LATITUDE = (+)29.03242683
LONGITUDE = (-)80.91649846

35'-0"

LATITUDE = (+) 29.03248535
LONGITUDE= (-) 80.91641172

68'-10"

LATITUDE = (+)29.03233419
LONGITUDE = (-)80.91628189

PROPOSED DREDGE AREA TO EL.=(-)5.0 MLW (TYP.)

LATITUDE = (+)29.03227566
LONGITUDE = (-)80.91636861

PROPOSED MECHANICAL DREDGE BARGE SURROUNDED BY TYPE II FLOATING TURBIDITY BARRIER

LATITUDE = (+)29.03241515
LONGITUDE = (-)80.91564607

LATITUDE = (+)29.03256849
LONGITUDE = (-)80.91527575

48'-0"

24'-6"

LATITUDE = (+)29.03250986
LONGITUDE = (-)80.91541034

LATITUDE = (+)29.03248333
LONGITUDE = (-)80.91549861

53'-3"

LATITUDE = (+)29.03250847,
LONGITUDE = (-)80.91524091

LATITUDE = (+)29.03244984
LONGITUDE = (-)80.91537549

LATITUDE = (+)29.03241275
LONGITUDE = (-)80.91545635

61'-3"

LATITUDE = (+)29.03236390
LONGITUDE = (-)80.91556201

LATITUDE = (+)29.03224805
LONGITUDE = (-)80.91567025

LATITUDE = (+)29.03223799
LONGITUDE = (-)80.91558023

29'-0"

10'-0" BUFFER FROM MANGROVES (TYP.)

LATITUDE = (+)29.03214370
LONGITUDE = (-)80.91612924

54'-0"

LATITUDE = (+)29.03212887
LONGITUDE = (-)80.91596111

36'-0"

TEMPORARY TYPE II FLOATING TURBIDITY BARRIER (TYP.)

NORTH CAUSEWAY BOAT RAMP FACILITY (WEST SIDE)

LATITUDE = (+)29.03204519
LONGITUDE = (-)80.91614049

LATITUDE = (+)29.03203036
LONGITUDE = (-)80.91597236

10'-0" BUFFER FROM MANGROVES (TYP.)

NORTH CAUSEWAY BOAT RAMP FACILITY (EAST SIDE)

EXISTING MANGROVE AREA SHALL BE UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

DREDGE PLAN

1" = 30'

NOTES:
1. PROPOSED STRUCTURES NOT SHOWN FOR CLARITY.
2. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO EXISTING STRUCTURES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

DRAWING: DREDGE PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-05
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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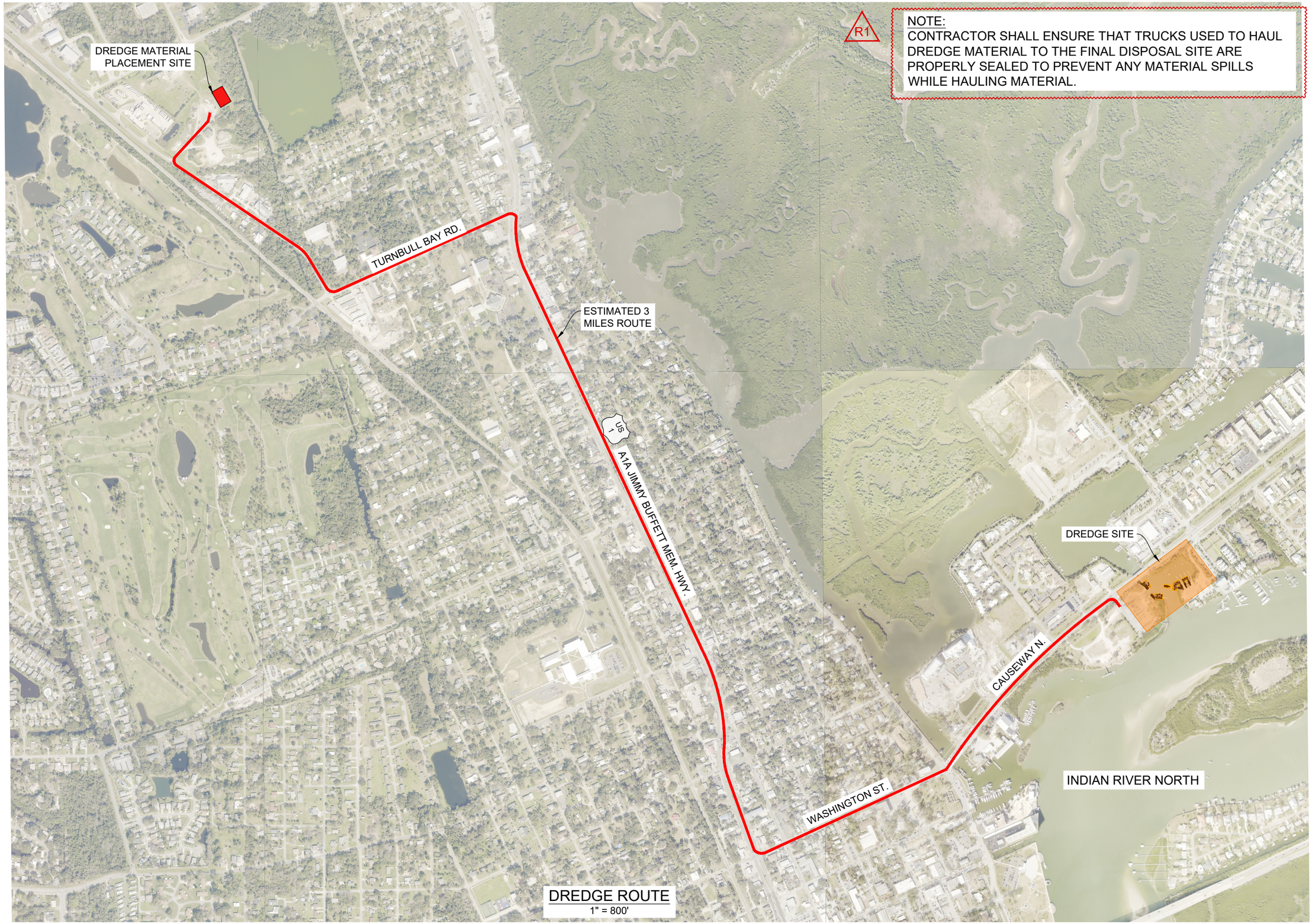

DREDGE ROUTE
1" = 800'

DRAWING: DREDGE ROUTE
DMC JOB NO. 23-128-11
SHEET NO. C-06
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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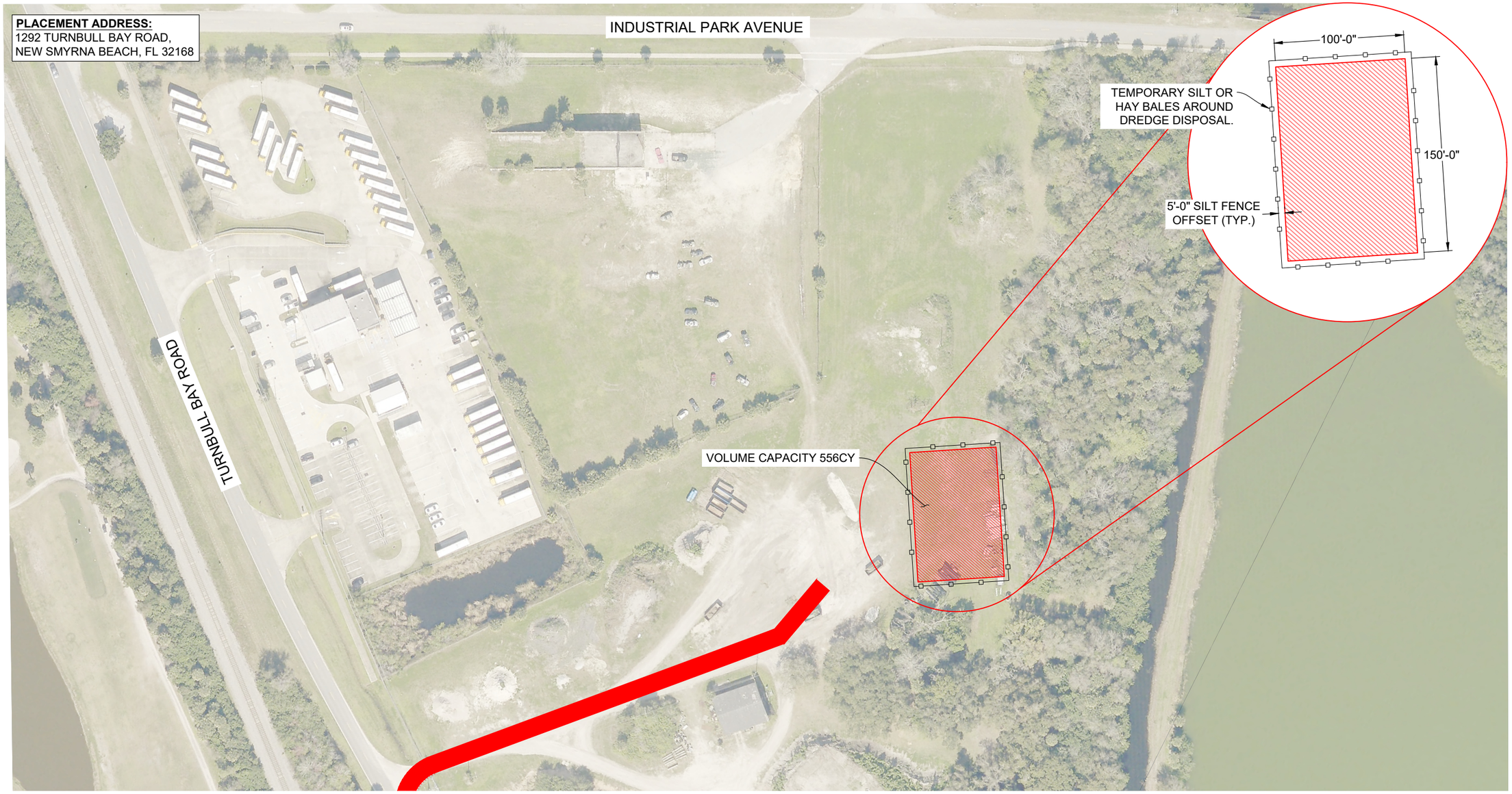
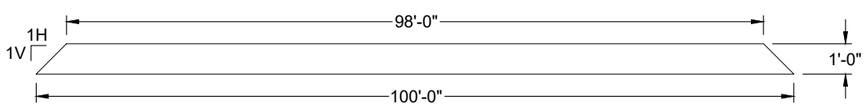
PLACEMENT ADDRESS:
1292 TURNBULL BAY ROAD,
NEW SMYRNA BEACH, FL 32168



DREDGE DISPOSAL PLAN
1" = 60'



BERM CROSS-SECTION
1" = 5'

NOTES:
1. THIS SITE USAGE MAY BE MONITORED BY CITY OF NEW SMYRNA BEACH AND PLACEMENT OF MATERIAL MAY BE SUBJECT TO CHANGE. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PERSONNEL, EQUIPMENT AND ALL SUPPLIES FOR CLEARING AND GRUBBING, PLACEMENT AND GRADING OF MATERIAL, ALL MAINTENANCE OF TRAFFIC, AND HAULING OF ANY UNDESIRABLE MATERIAL OFF SITE. ANY MATERIALS SPILLED SHALL BE CLEARED IMMEDIATELY AT NO COST TO THE CITY. ALL DISTURBED AREAS AND NEW BERM MATERIAL WILL BE TREATED WITH LIME, SEEDED AND MULCHED FOR SEED GERMINATION. CONTRACTOR WILL BE RESPONSIBLE FOR WATERING AS NEEDED. SEED MIX WILL BE 50 LBS/ACRE BAHIA GRASS, 50 LBS/ACRE BERMUDA GRASS, AND 50 LBS/ACRE BROWN TOP.
2. MULCHES SHALL BE DRY PRODUCTS. THE STANDARD APPLICATION RATE OF STRAW/HAY MULCH IS MINIMUM 2.0 TONS/ACRE WITH 80% TO 100% GROUND COVERAGE OF MATERIAL HAVING MINIMUM FIBER LENGTHS OF 6 INCHES TO 8 INCHES. DRY MULCHES MUST BE HELD IN PLACE, USUALLY CRIMPING, WHICH FORCES, OR PUNCHES, FIBERS INTO THE GROUND BY USE OF WEIGHTED DISK.
3. FROM PLACEMENT TO CONSTRUCTION OF BERMS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL USING WATER OR OTHER ACCEPTABLE MEAN UNTIL GRASS COVER IS ESTABLISHED.
4. BALANCE OF DEWATERED DREDGE MATERIAL TO BE PLACED WITHIN BERM AREA ONCE BERM CONSTRUCTION IS COMPLETE. PLACEMENT TO BE PER CITY DIRECTION.
5. ALL VEGETATION TO BE CLEARED AND GRUBBED SHALL BE MULCHED AND STOCKPILED AT SITE.

DRAWING: DREDGED MATERIAL PLACEMENT SITE
DMC JOB NO.: 23-128-11
SHEET NO.: C-07
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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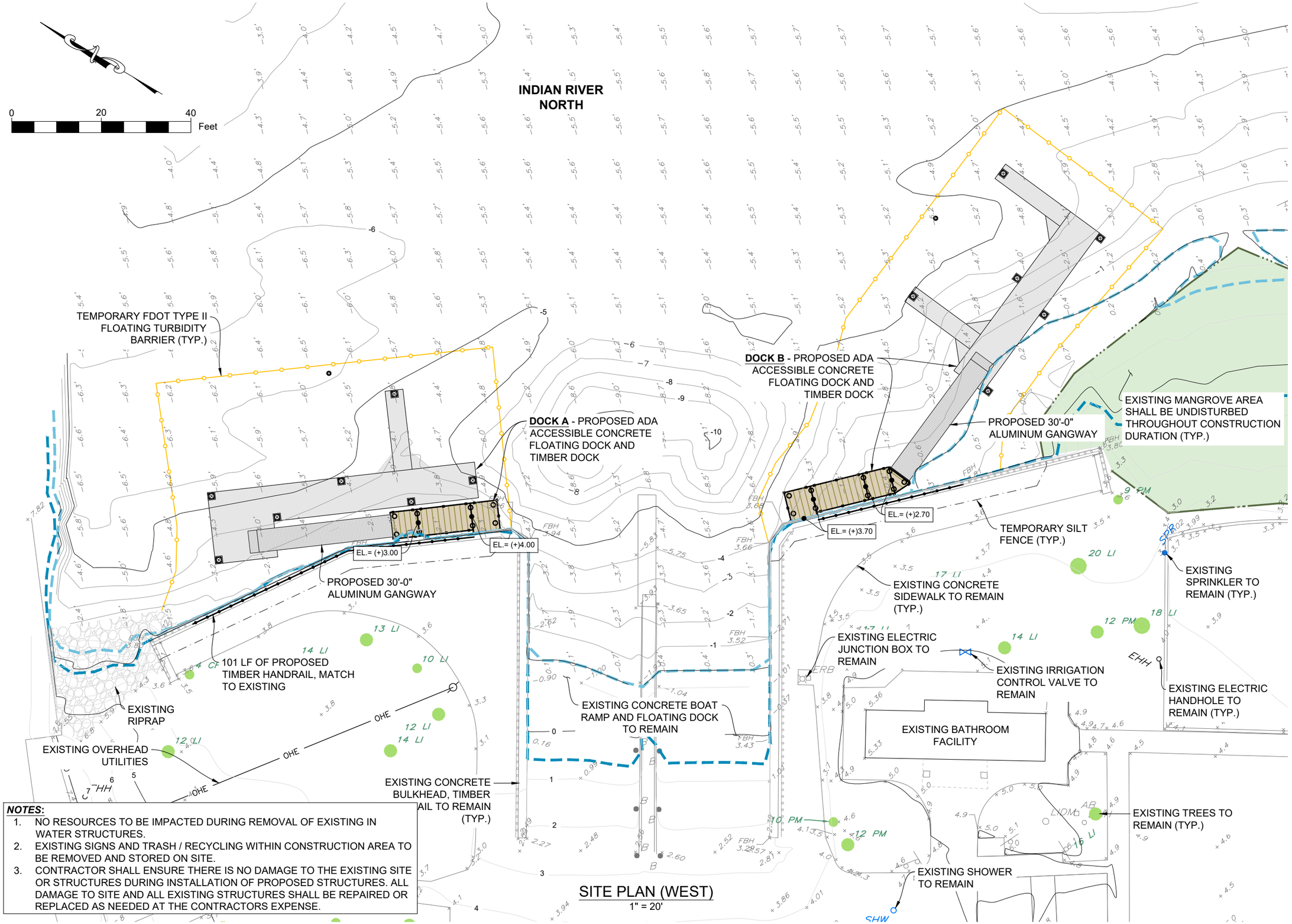

SITE PLAN (WEST)

1" = 20'

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR SHALL ENSURE THERE IS NO DAMAGE TO THE EXISTING SITE OR STRUCTURES DURING INSTALLATION OF PROPOSED STRUCTURES. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DRAWING: SITE PLAN (WEST)
DMC JOB NO. 23-128-11
SHEET NO. C-08
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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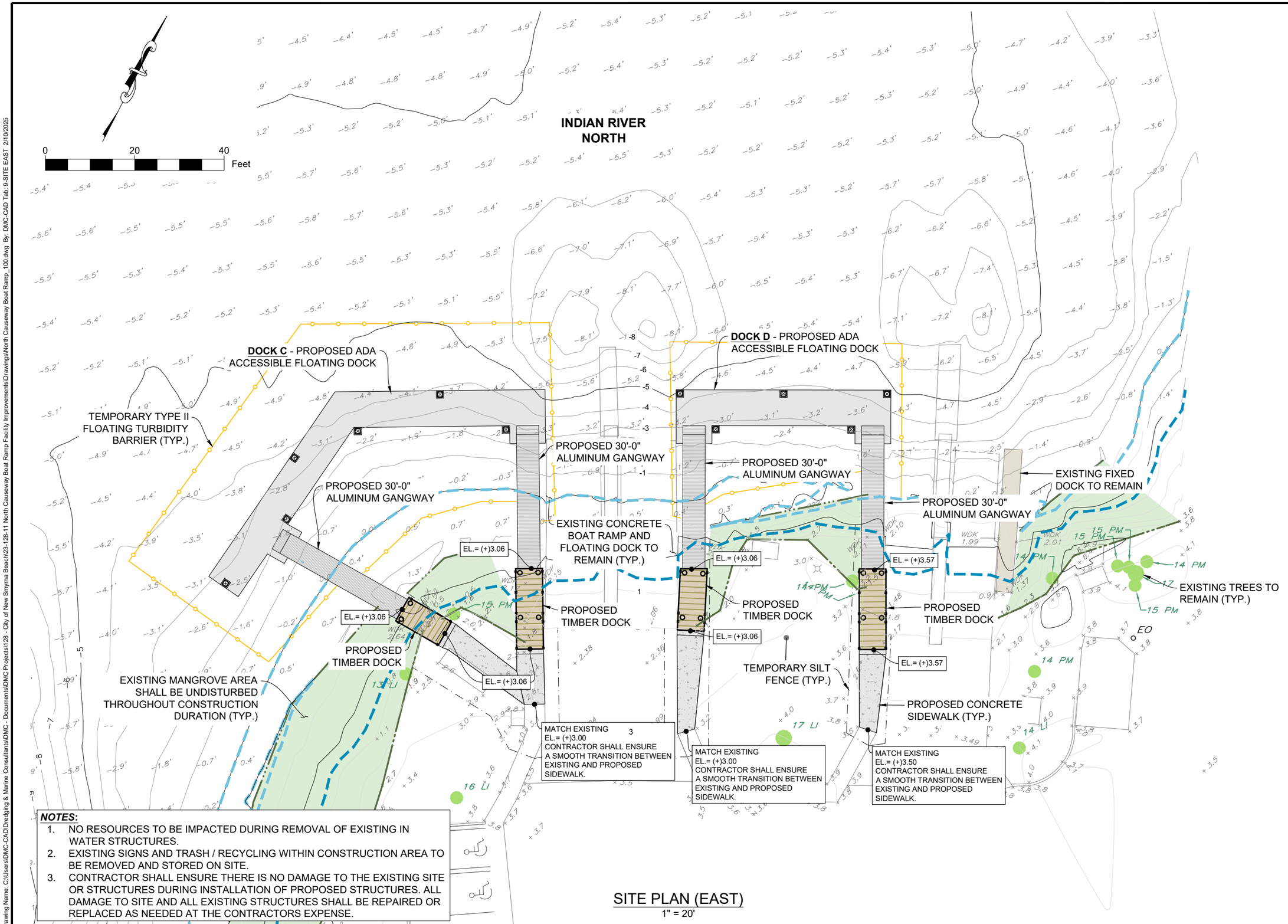

***NOTES*:**

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2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
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SITE PLAN (EAST)

1" = 20'

DRAWING: SITE PLAN (EAST)
DMC JOB NO. 23-128-11
SHEET NO. C-09
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP
FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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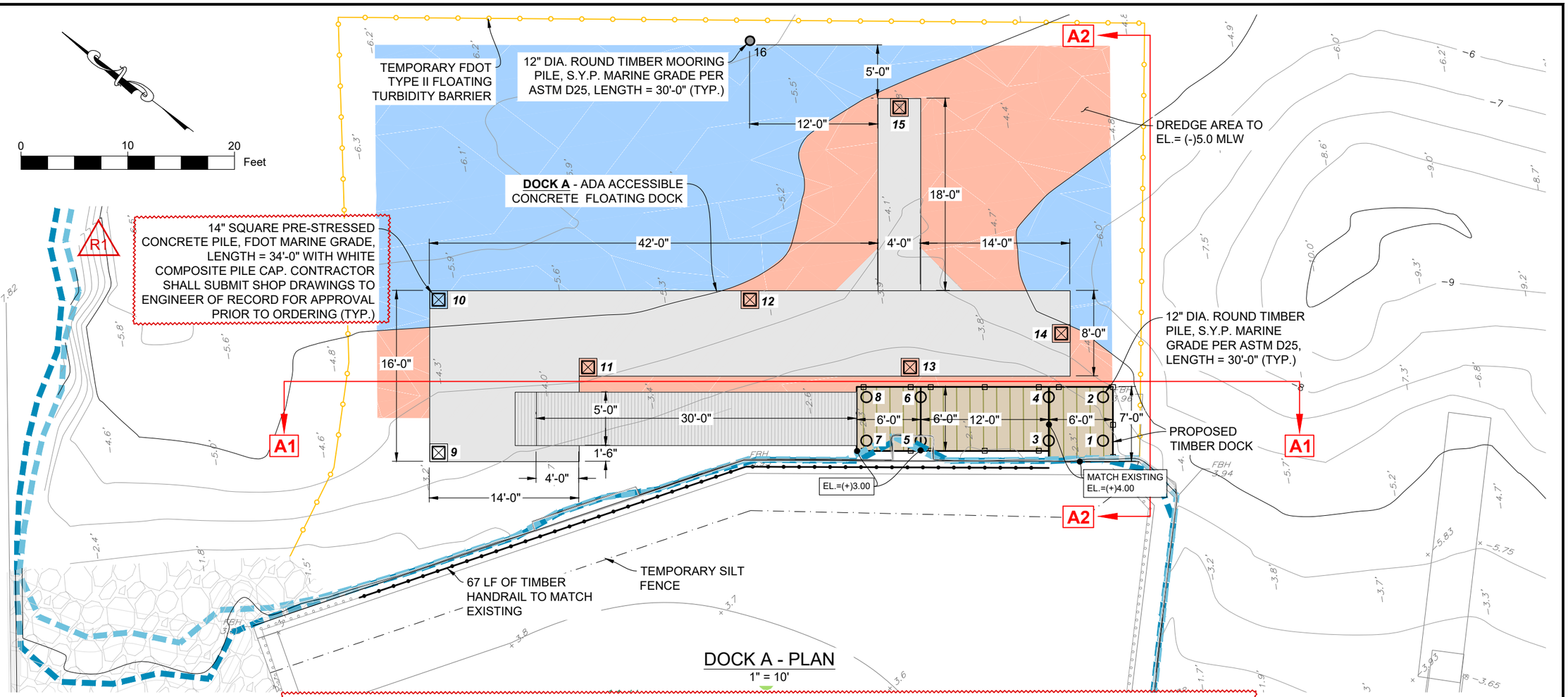

DOCK A - PLAN

1" = 10'

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03227422	-80.91637539	(+) 3.875	(-) 26.125
○	2	TIMBER	12" DIA.	30'-0"	29.03228100	-80.91636520	(+) 3.875	(-) 26.125
○	3	TIMBER	12" DIA.	30'-0"	29.03228537	-80.91638499	(+) 3.875	(-) 26.125
○	4	TIMBER	12" DIA.	30'-0"	29.03229215	-80.91637480	(+) 3.875	(-) 26.125
○	5	TIMBER	12" DIA.	30'-0"	29.03231169	-80.91640765	(+) 2.875	(-) 25.125
○	6	TIMBER	12" DIA,	30'-0"	29.03231846	-80.91639746	(+) 2.875	(-) 25.125
○	7	TIMBER	12" DIA.	30'-0"	29.03232283	-80.91641725	(+) 2.875	(-) 25.125
○	8	TIMBER	12" DIA.	30'-0"	29.03232961	-80.91640706	(+) 2.875	(-) 25.125
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03240887	-80.91649574	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03243265	-80.91645999	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03239144	-80.91644935	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03236869	-80.91640490	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03232529	-80.91639238	(+) 11.00	(-) 23.00
☒	14	CONCRETE	14" SQUARE	34'-0"	29.03229948	-80.91635773	(+) 11.00	(-) 23.00
☒	15	CONCRETE	14" SQUARE	34'-0"	29.03236787	-80.91633355	(+) 11.00	(-) 23.00
○	16	TIMBER	12" DIA.	30'-0"	29.03240889	-80.91634443	(+) 11.00	(-) 19.00

DRAWING: DOCK A -PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-10
DRAWN: AS | CAD: C3D | SCALE: AS SHOWN | DATE: 02-07-2025
CHECKED: CT | APPROVED: CT

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

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Unit 302
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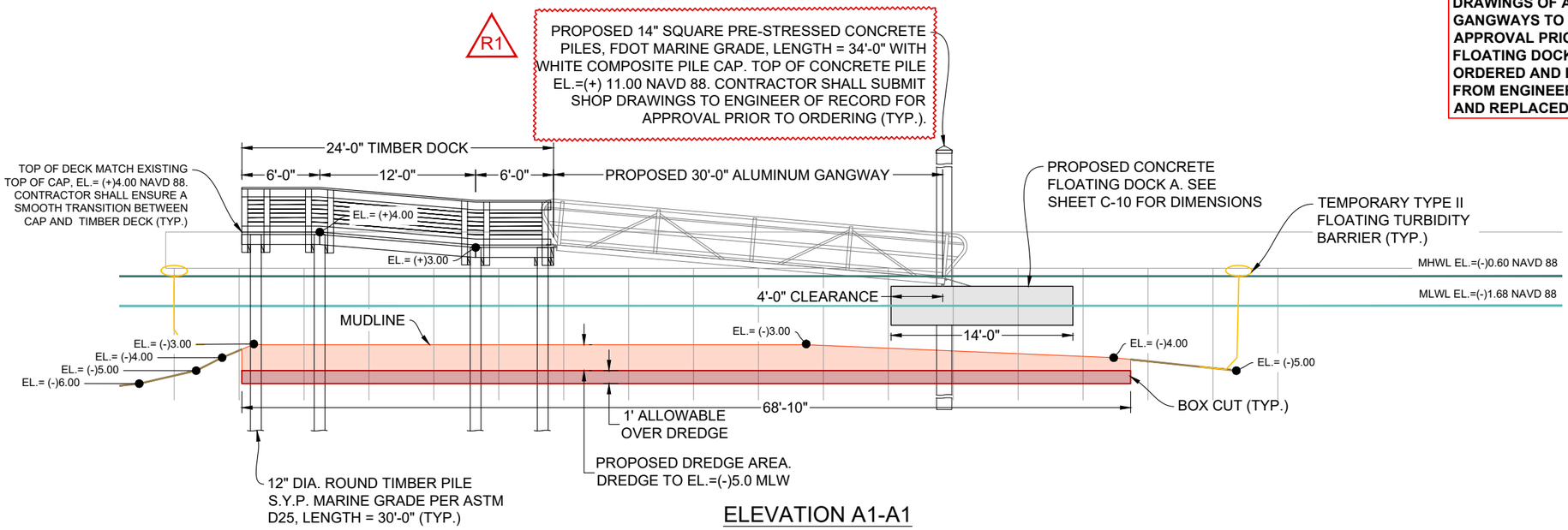
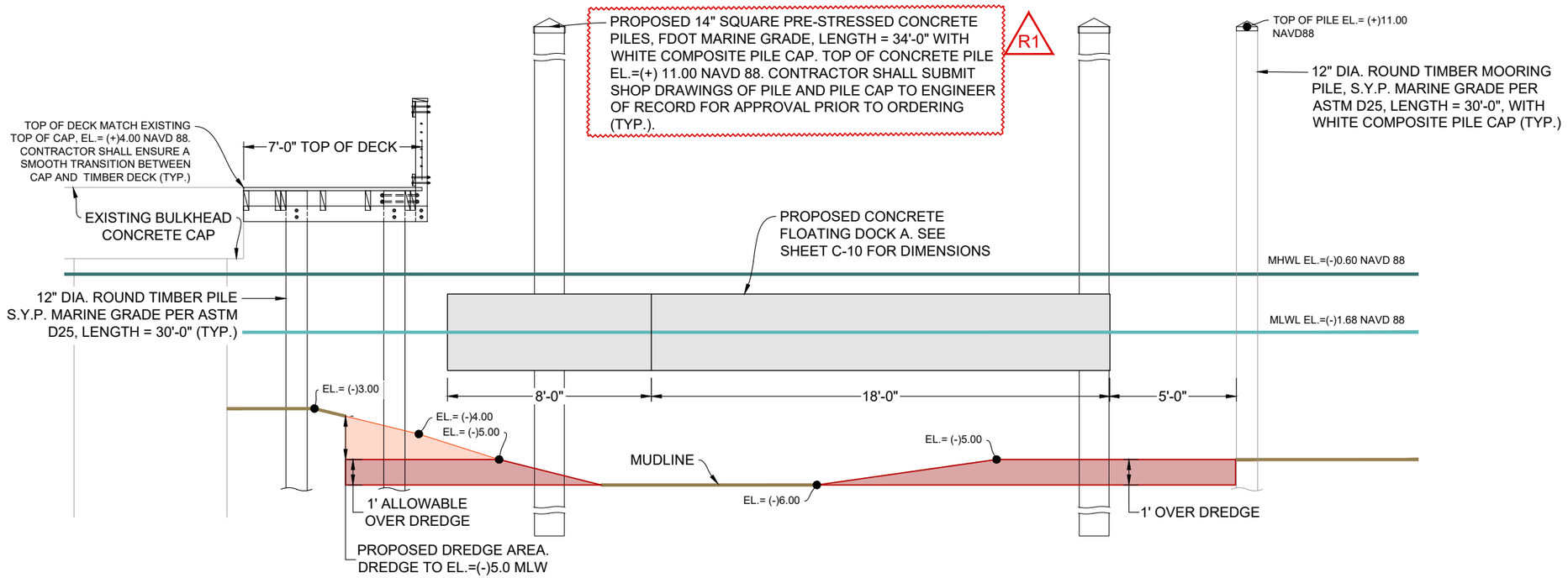
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_ 100.dwg By: DMC-CAD Tab: 10-DOCK A PLAN 2/10/2025

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION A1-A1

1" = 10'



ELEVATION A2-A2

1" = 5'

DRAWING: DOCK A - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-11
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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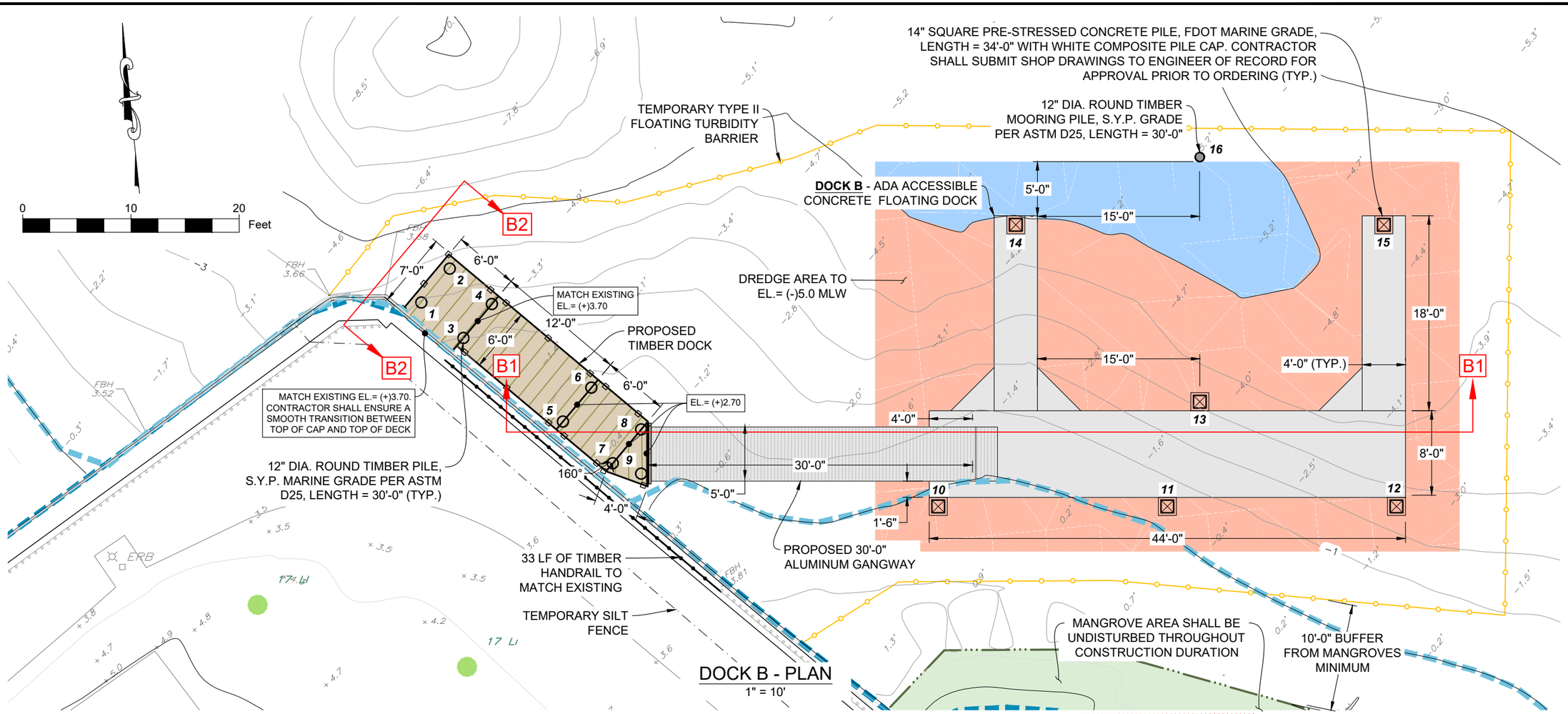
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 11-DOCK A DETAIL 2/10/2025



DOCK B - PLAN
1" = 10'

R1

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03211960	-80.91626382	(+) 3.575	(-) 26.425
○	2	TIMBER	12" DIA.	30'-0"	29.03212743	-80.91625467	(+) 3.575	(-) 26.425
○	3	TIMBER	12" DIA.	30'-0"	29.03210958	-80.91625272	(+) 3.575	(-) 26.425
○	4	TIMBER	12" DIA.	30'-0"	29.03211742	-80.91624357	(+) 3.575	(-) 26.425
○	5	TIMBER	12" DIA.	30'-0"	29.03208595	-80.91622652	(+) 2.575	(-) 27.425
○	6	TIMBER	12" DIA,	30'-0"	29.03209378	-80.91621737	(+) 2.575	(-) 27.425
○	7	TIMBER	12" DIA.	30'-0"	29.03207413	-80.91621342	(+) 2.575	(-) 27.425
○	8	TIMBER	12" DIA.	30'-0"	29.03208196	-80.91620426	(+) 2.575	(-) 27.425
○	9	TIMBER	12" DIA.	30'-0"	29.03207079	-80.91620554	(+) 2.575	(-) 27.425
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03205499	-80.91612103	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03204917	-80.91605512	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03204336	-80.91598922	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03207480	-80.91604276	(+) 11.00	(-) 23.00
☒	14	CONCRETE	14" SQUARE	34'-0"	29.03212417	-80.91609059	(+) 11.00	(-) 23.00
☒	15	CONCRETE	14" SQUARE	34'-0"	29.03211483	-80.91598472	(+) 11.00	(-) 23.00
○	16	TIMBER	12" DIA.	30'-0"	29.03213660	-80.91603570	(+) 11.00	(-) 23.00

DRAWING: DOCK B - PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-12 312
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH

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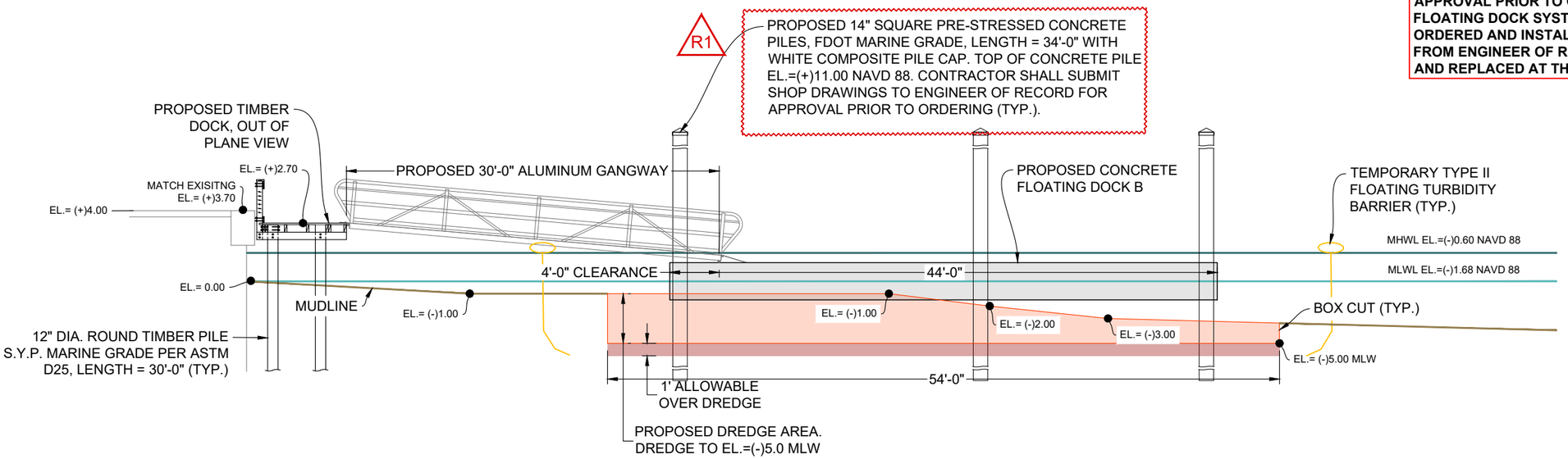
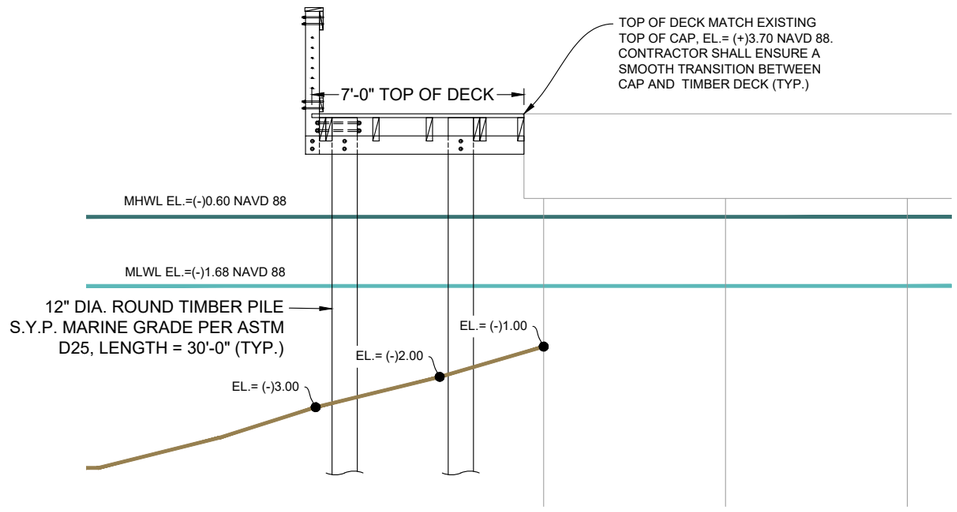
NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION B1-B1

1" = 10'



ELEVATION B2-B2

1" = 5'

DRAWING: DOCK B - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-13
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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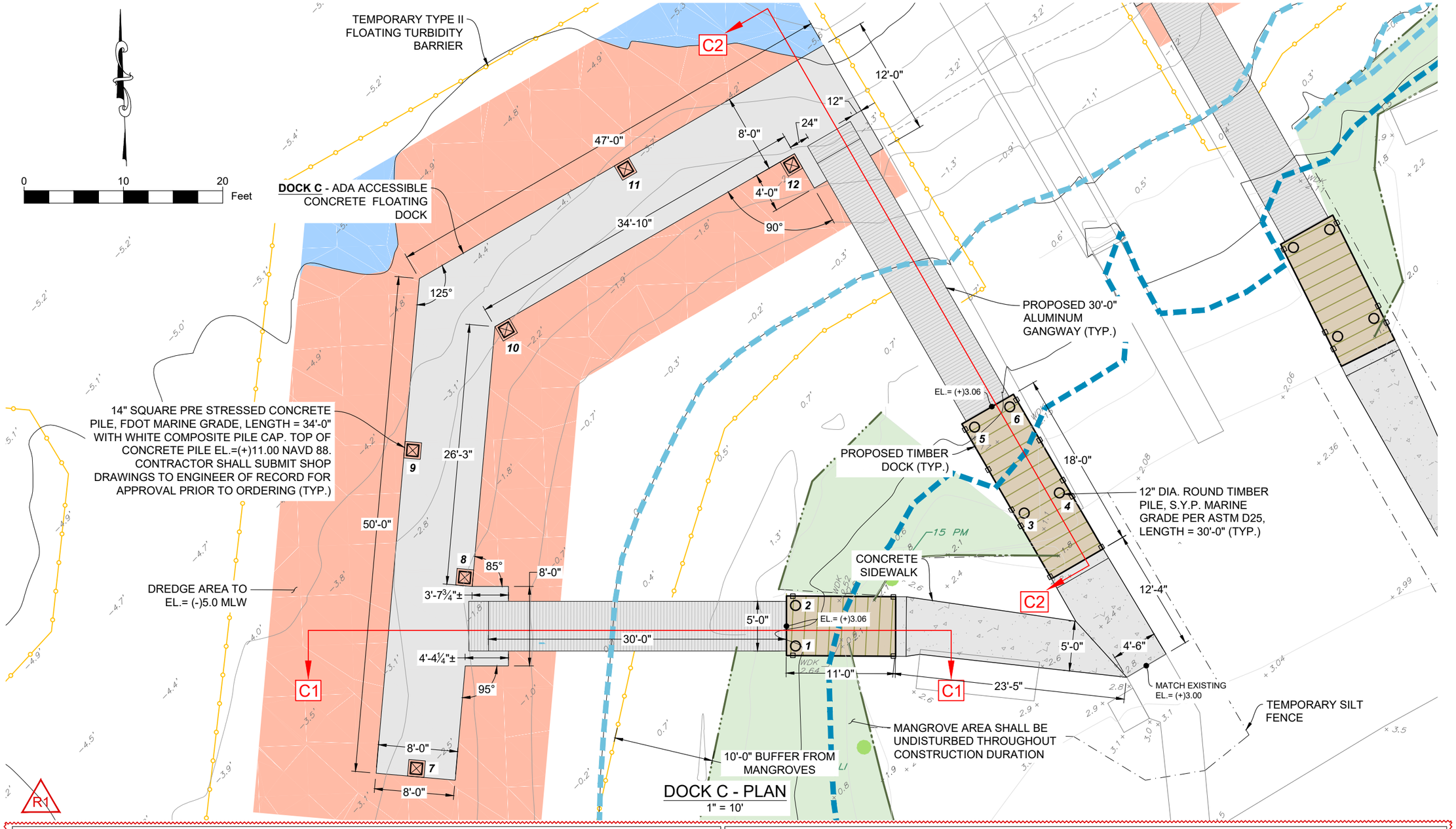

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03228816	-80.91549737	(+) 2.875	(-) 27.125
○	2	TIMBER	12" DIA.	30'-0"	29.03229938	-80.91549687	(+) 2.875	(-) 27.125
○	3	TIMBER	12" DIA.	30'-0"	29.03232245	-80.91542370	(+) 2.875	(-) 27.125
○	4	TIMBER	12" DIA.	30'-0"	29.03232768	-80.91541239	(+) 2.875	(-) 27.125
○	5	TIMBER	12" DIA.	30'-0"	29.03234679	-80.91543827	(+) 2.875	(-) 27.125
○	6	TIMBER	12" DIA,	30'-0"	29.03235201	-80.91542696	(+) 2.875	(-) 27.125

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
☒	7	CONCRETE	14" SQUARE	34'-0"	29.03225841	-80.91561828	(+) 11.00	(-) 23.00
☒	8	CONCRETE	14" SQUARE	34'-0"	29.03231074	-80.91560072	(+) 11.00	(-) 23.00
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03234647	-80.91561553	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03237884	-80.91558457	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03242200	-80.91554499	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03242131	-80.91549272	(+) 11.00	(-) 23.00

DRAWING: DOCK C - PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-14
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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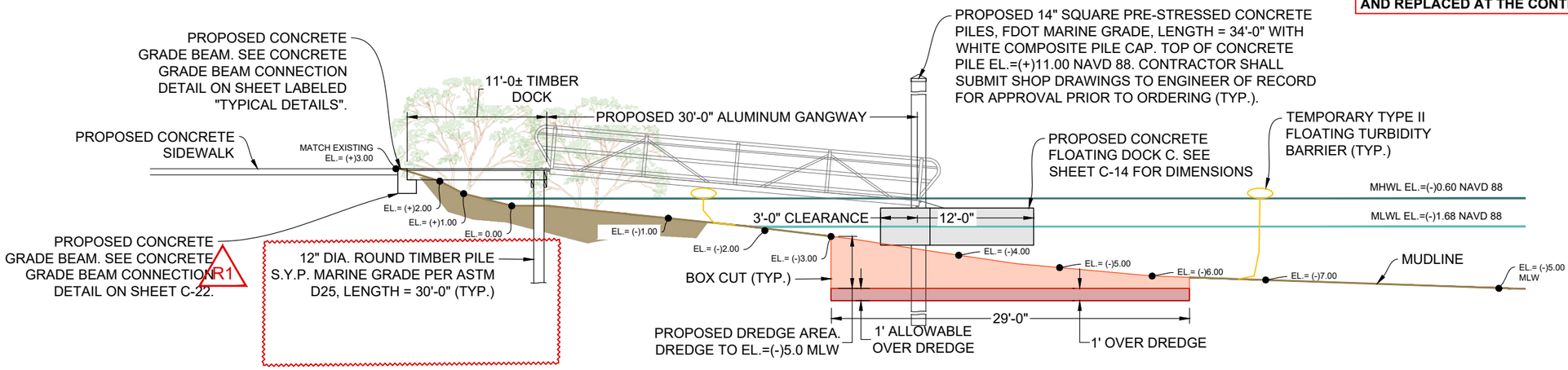
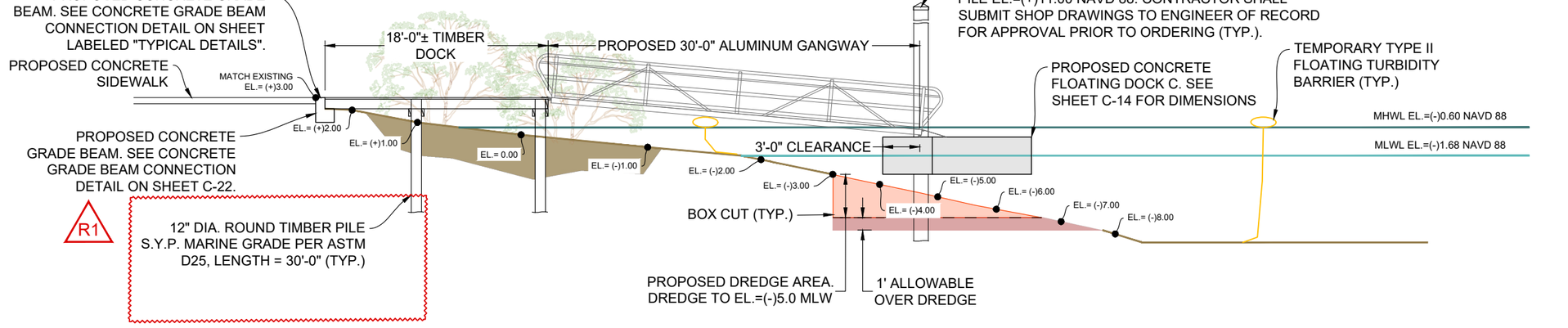
NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION C1-C1

1" = 10'



ELEVATION C2-C2

1" = 10'

DRAWING: DOCK C - DETAILS
DMC JOB NO. 23-128-11
DRAWN AS | CAD C3D | SHEET NO. C-15
CHECKED CT | SCALE AS SHOWN
APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

DREDGE AREA TO EL.= (-)5.0 MLW

D1

D2

R1

14" SQUARE PRE STRESSED CONCRETE PILE, FDOT MARINE GRADE, LENGTH = 34'-0" WITH WHITE COMPOSITE PILE CAP. TOP OF CONCRETE PILE EL.=(+)11.00 NAVD 88. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING (TYP.)

DOCK D - ADA ACCESSIBLE CONCRETE FLOATING DOCK

48'-0"

8'-0"

8'-0"

12'-0"

32'-0"

2'-0"

1'-0"

2'-0" OVERHANG MIN. (TYP.)

10'-0" BUFFER FROM MANGROVES

30'-0"

5'-0"

PROPOSED 30'-0" ALUMINUM GANGWAY

MANGROVE AREA SHALL BE UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

EL.= (+)3.06

PROPOSED TIMBER DOCK (TYP.)

13'-8½"

6'-0"

TEMPORARY SILT FENCE

23'-6"±

4'-0"

MATCH EXISTING EL.= (+)3.00

EL.= (+)3.57

12" DIA. ROUND TIMBER PILE, S.Y.P. MARINE GRADE PER ASTM D25, LENGTH = 30'-0" (TYP.)

18'-0"

6'-0"

VARIES

17'-8"

CONCRETE SIDEWALK (TYP.)

4'-0"

MATCH EXISTING EL.= (+)3.50

0 10 20 Feet

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03236793	-80.91532282	(+) 2.875	(-) 27.125
○	2	TIMBER	12" DIA.	30'-0"	29.03237253	-80.91531117	(+) 2.875	(-) 27.125
○	3	TIMBER	12" DIA.	30'-0"	29.03239301	-80.91533565	(+) 2.875	(-) 27.125
○	4	TIMBER	12" DIA.	30'-0"	29.03239762	-80.91532400	(+) 2.875	(-) 27.125
○	5	TIMBER	12" DIA.	30'-0"	29.03241846	-80.91520996	(+) 2.875	(-) 27.125
○	6	TIMBER	12" DIA,	30'-0"	29.03242357	-80.91519858	(+) 2.875	(-) 27.125
○	7	TIMBER	12" DIA.	30'-0"	29.03244296	-80.91522419	(+) 2.875	(-) 27.125
○	8	TIMBER	12" DIA.	30'-0"	29.03244806	-80.91521280	(+) 2.875	(-) 27.125
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03248980	-80.91561828	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03248020	-80.91536211	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03251876	-80.91533121	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03251811	-80.91527755	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03254770	-80.91526662	(+) 11.00	(-) 23.00

14 PM

17 PM

15 PM

14 LI

EO

WDK 1.37

WDK 1.26

DOCK D - PLAN

1" = 10'

DRAWING: DOCK D - PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-16
DRAWN: AS | CAD: C3D | SCALE: AS SHOWN | DATE: 02-07-2025
CHECKED: CT | APPROVED: CT

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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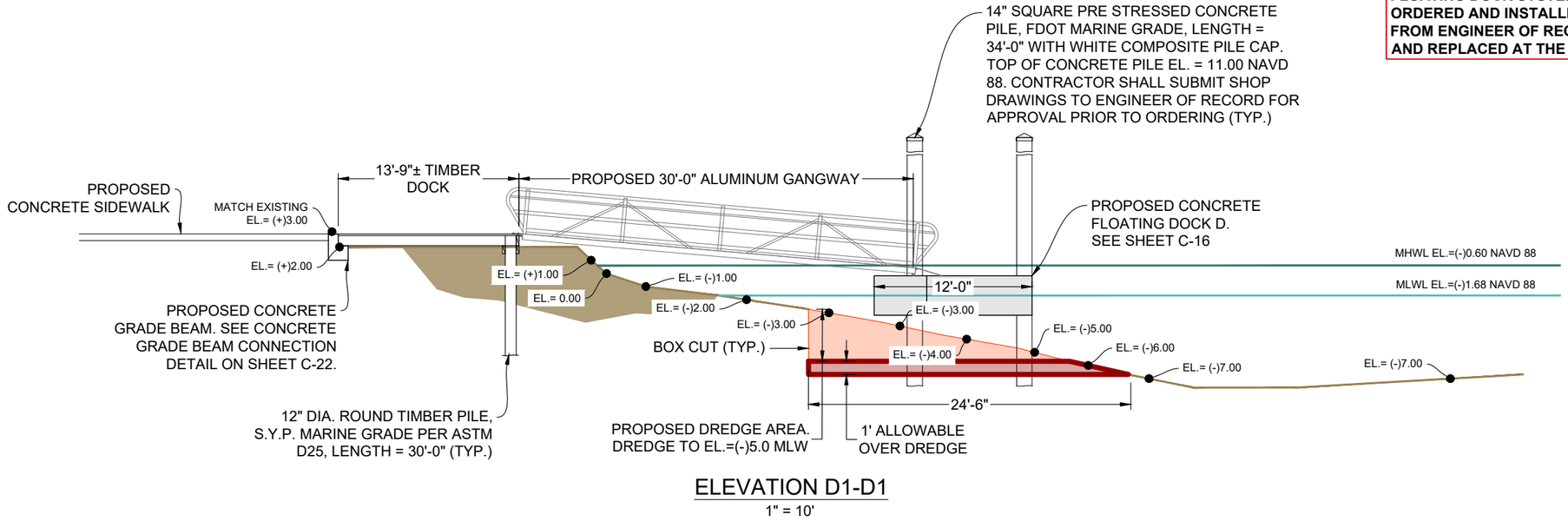
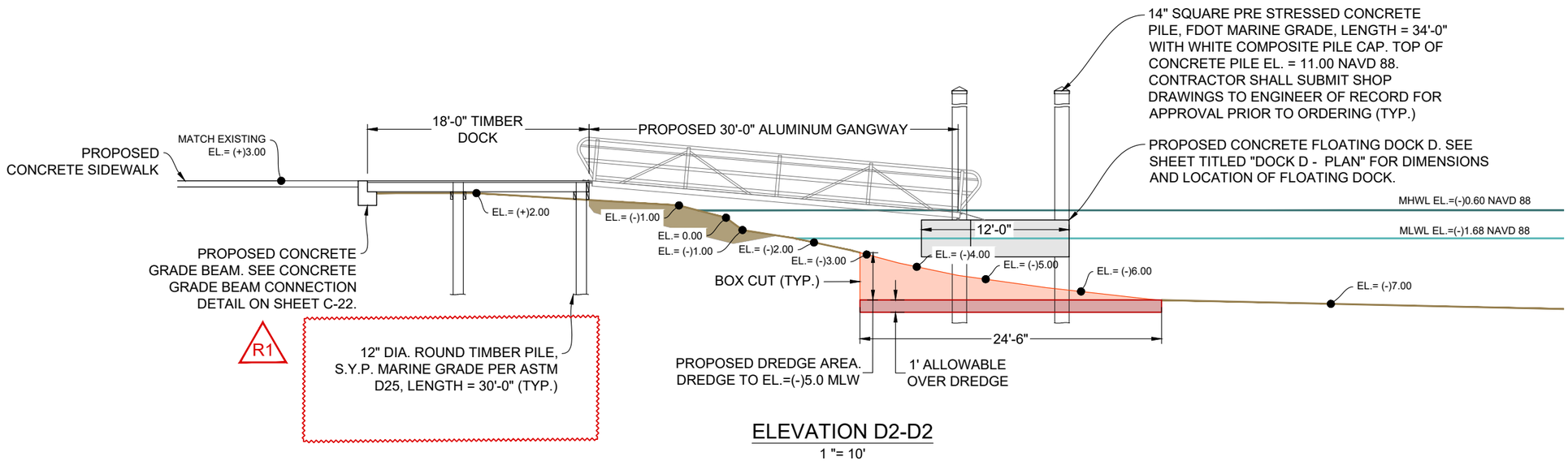
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_ 100.dwg By: DMC-CAD Tab: 16-DOCK D PLAN 2/10/2025

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION D1-D1

1" = 10'



ELEVATION D2-D2

1 "= 10'

DRAWING: DOCK D - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-17
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025
PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH
CURTIS N. TODD
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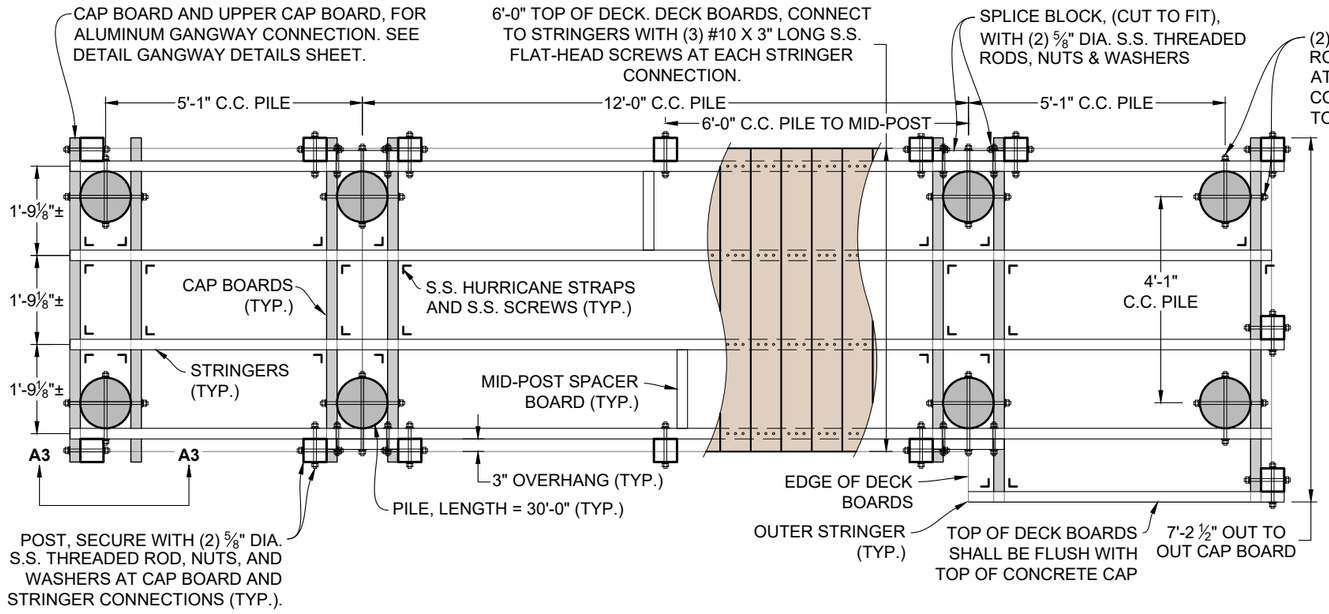
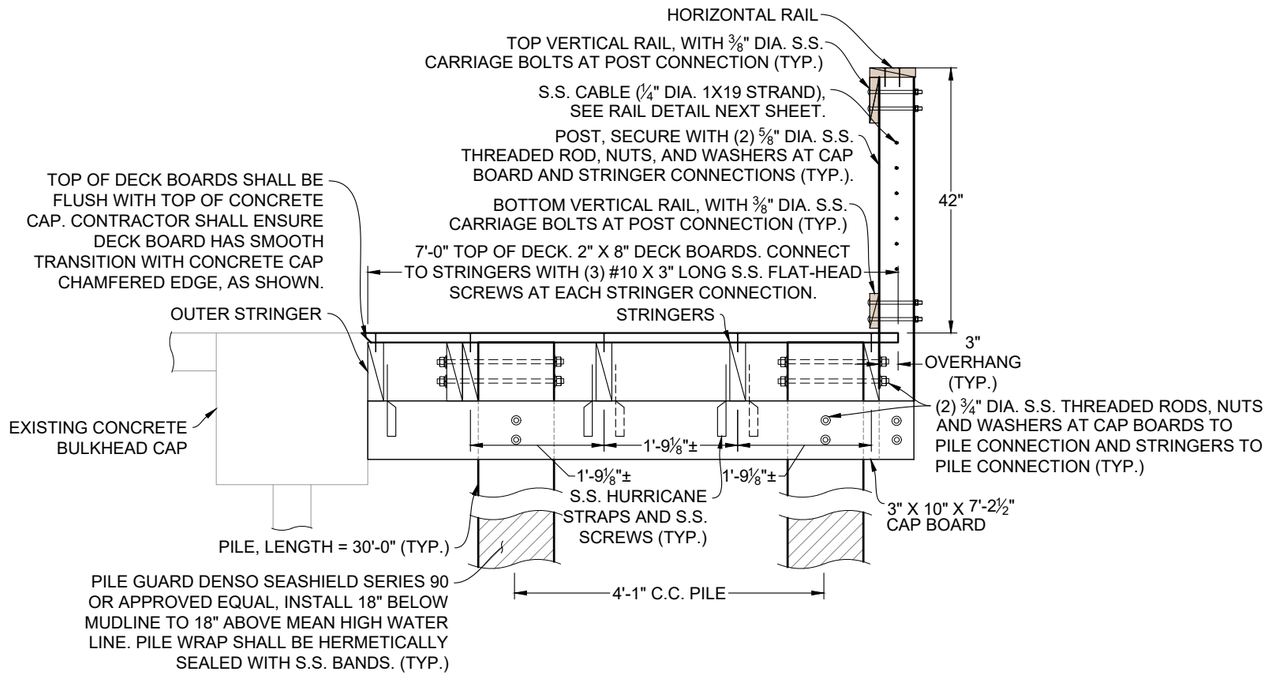
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 17-DOCK D DETAIL 2/10/2025



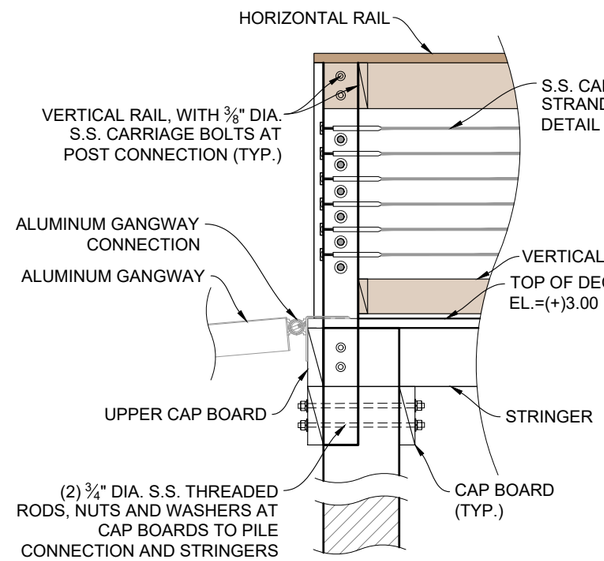
TIMBER DOCK A - PLAN

1" = 3'



TIMBER DOCK A
BULKHEAD CONNECTION - CROSS-SECTION

1" = 3'



TIMBER DOCK A
CROSS-SECTION VIEW A3-A3

1" = 2'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
SPLICE BLOCK	3" X 10"	S.Y.P. No.2 GRADE
MID-POST SPACER BOARD	3" X 10"	S.Y.P. No.2 GRADE
DECK BOARDS	2" X 8"	S.Y.P. No.1 PRIME GRADE
POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TIMBER DOCK A DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-18
DRAWN AS | CAD C3D | CHECKED CT | SCALE AS SHOWN | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
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Port Orange, FL 32129
Phone:(386) 304-6505
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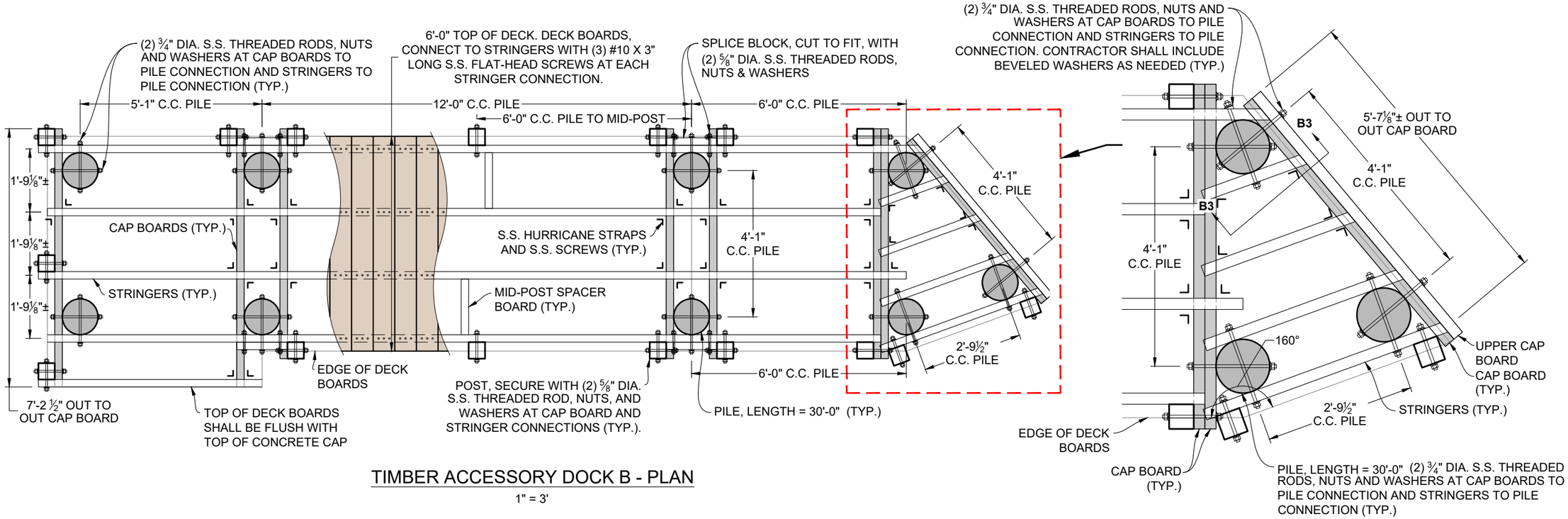
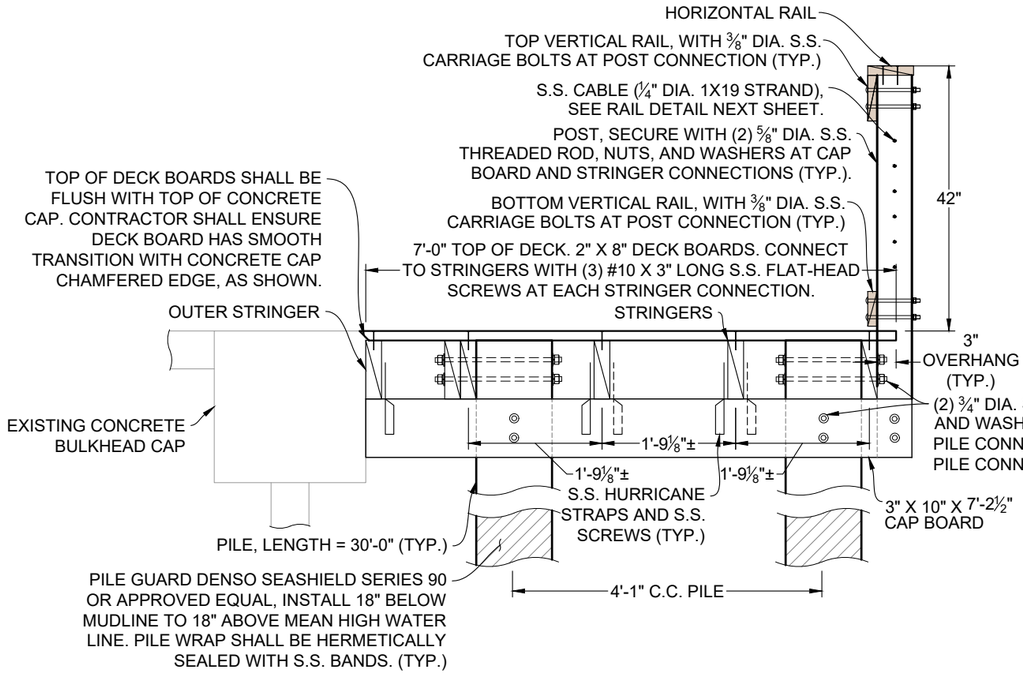
www.dmces.com
DMC ENGINEERS • SCIENTISTS

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 18-TIMBER DETAIL A 2/10/2025



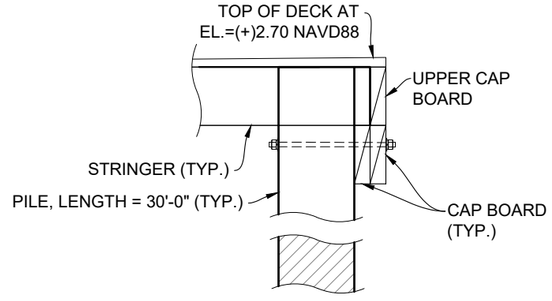
TIMBER ACCESSORY DOCK B - PLAN

1" = 3'



TIMBER DOCK B
BULKHEAD CONNECTION - CROSS-SECTION

1" = 3'



SECTION VIEW B3-B3

1" = 2'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
SPLICE BLOCK	3" X 10"	S.Y.P. No.2 GRADE
MID-POST SPACER BOARD	3" X 10"	S.Y.P. No.2 GRADE
DECK BOARDS	2" X 8"	S.Y.P. No.1 PRIME GRADE
POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TIMBER DOCK B DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-19
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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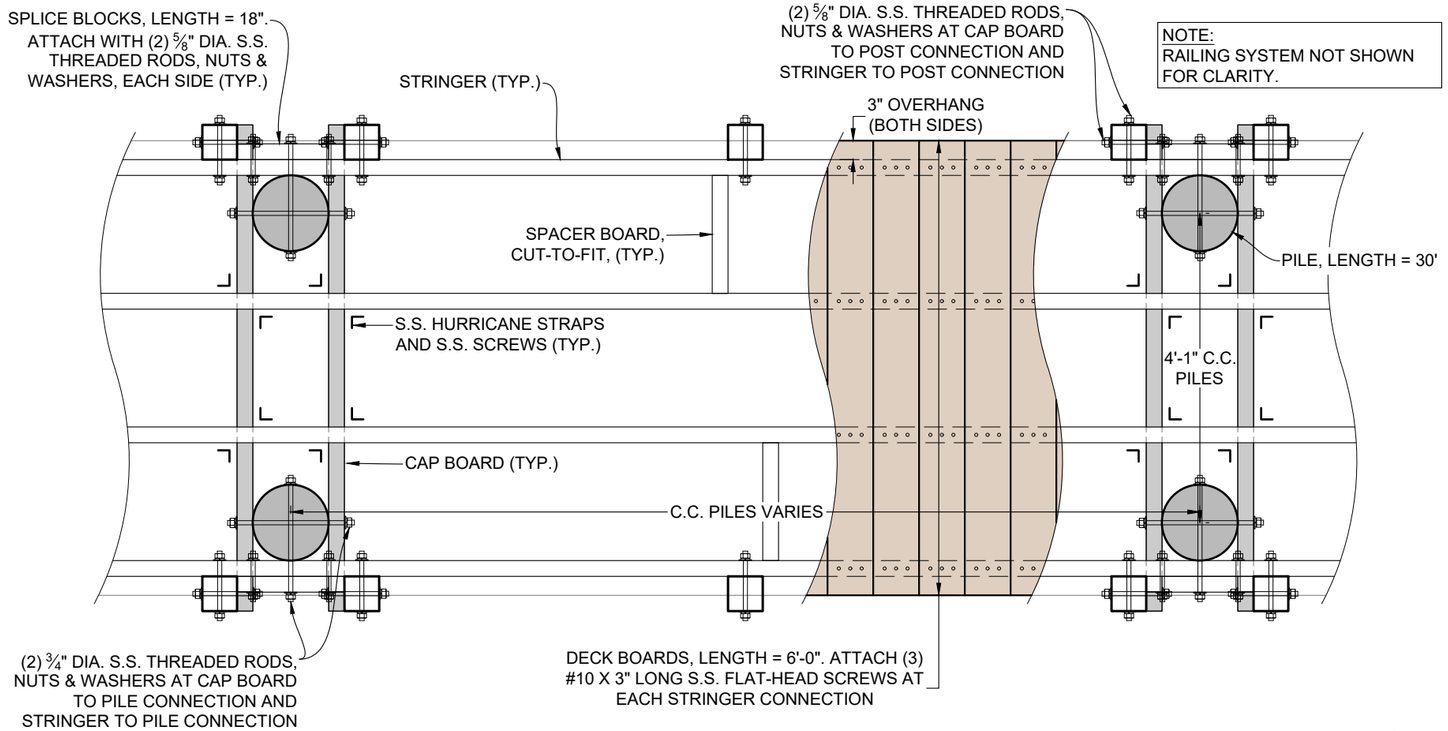
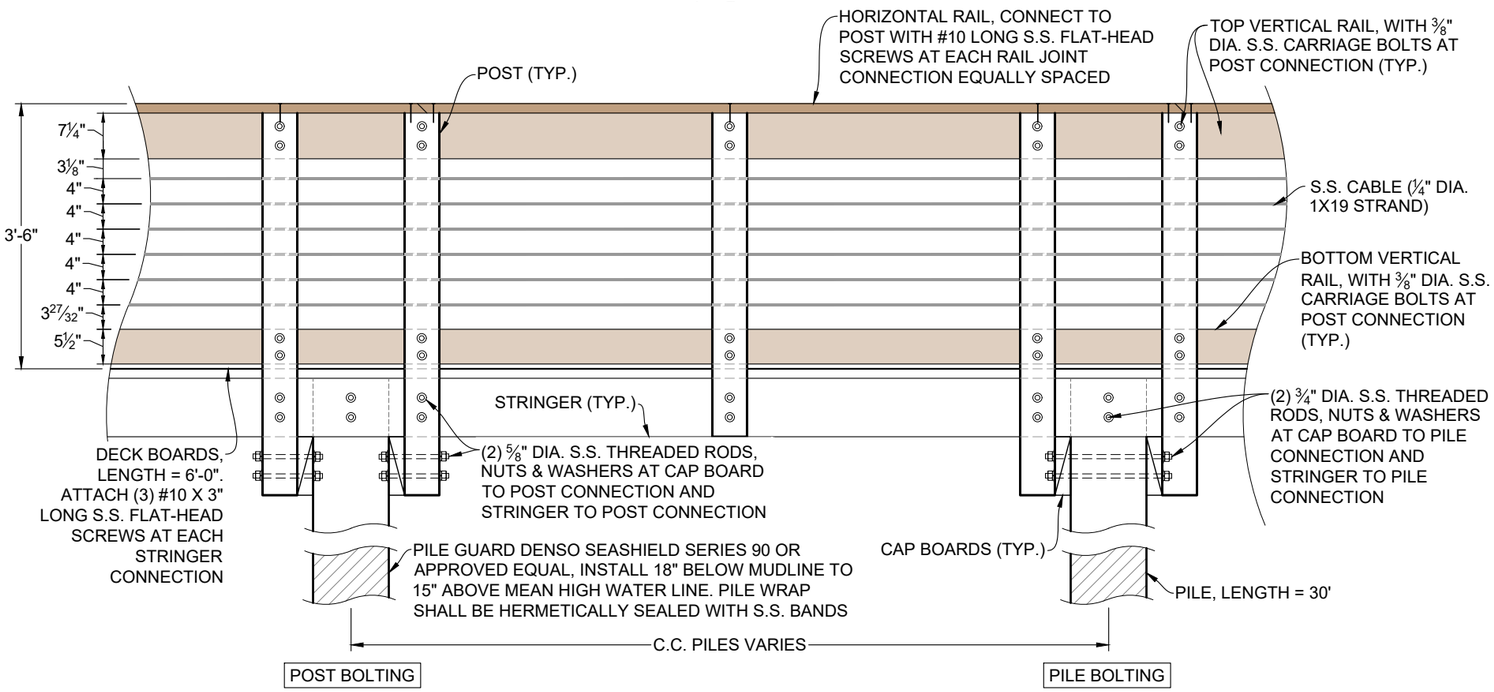


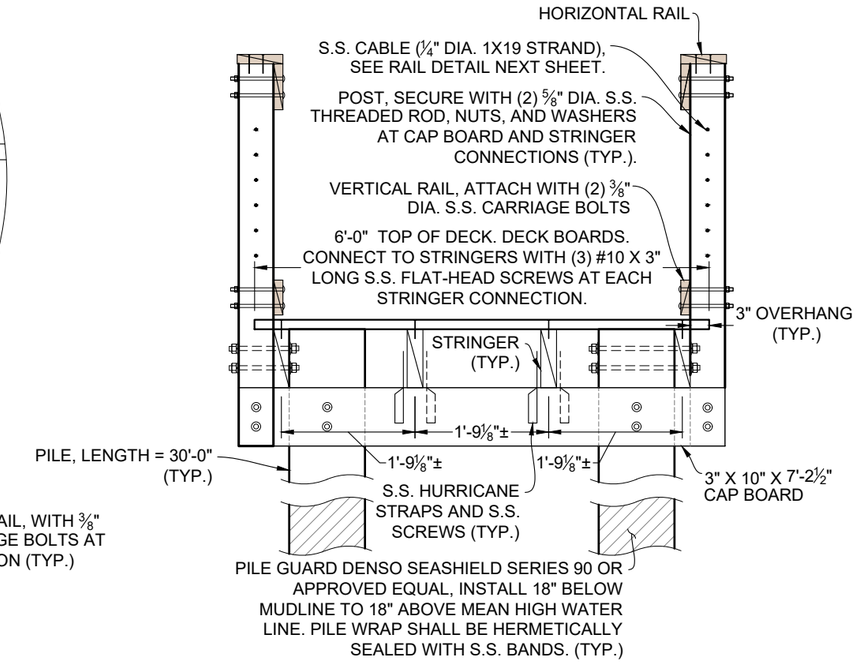
TYPICAL TIMBER DOCK PLAN

1" = 2'



TYPICAL TIMBER DOCK ELEVATION

1" = 2'



TYPICAL TIMBER DOCK CROSS-SECTION

1" = 3'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
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TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TYPICAL TIMBER DOCK DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-20
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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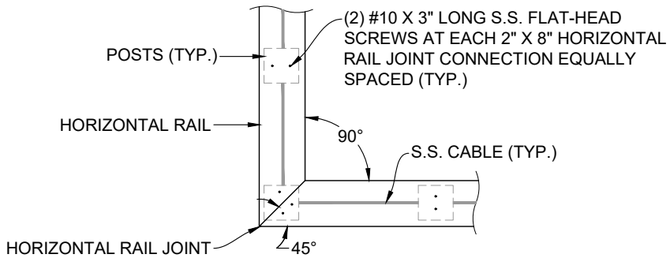
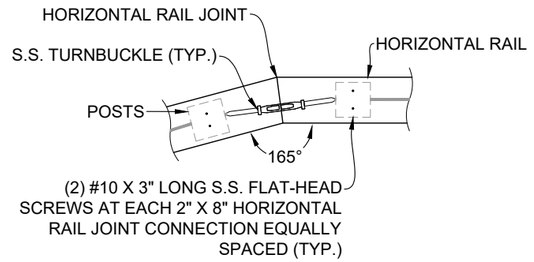
Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg



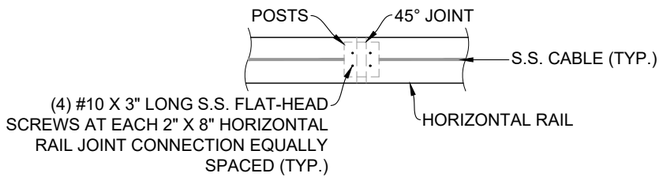
HORIZONTAL RAIL 90° CORNER DETAIL

1" = 2'



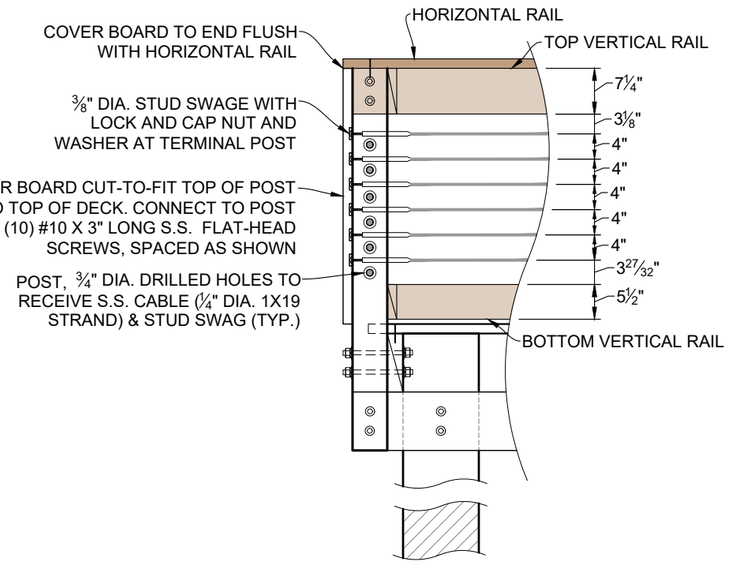
HORIZONTAL RAIL 165° CORNER DETAIL

1" = 2'



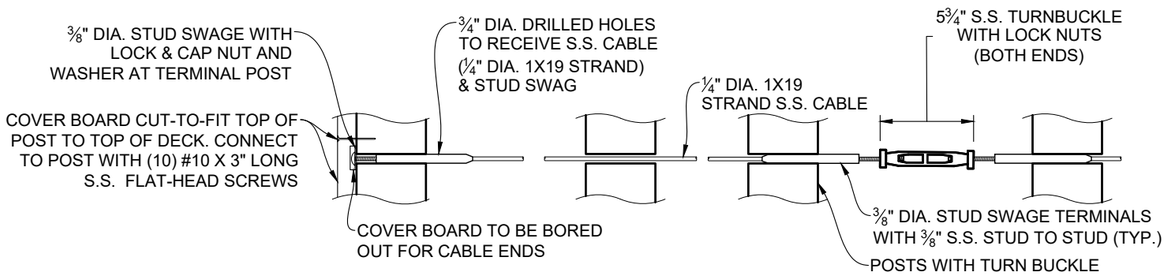
HORIZONTAL RAIL IN-LINE DETAIL

1" = 1'



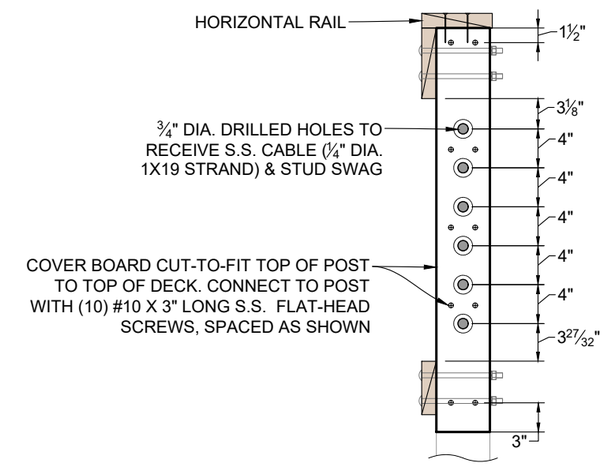
CABLE RAILING DETAIL

1" = 2'



CABLE RAILING ASSEMBLY DETAIL

1" = 1'



COVER BOARD DETAIL

N.T.S.

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF PROPOSED STAINLESS STEEL CABLE RAIL SYSTEM TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. ANY COMPONENT OF STAINLESS STEEL CABLE RAIL SYSTEM ORDERED OR INSTALLED WITHOUT APPROVAL OF ENGINEER OF RECORD WILL BE AT THE CONTRACTORS EXPENSE.

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
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BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TYPICAL TIMBER RAILING DETAILS
DMC JOB NO.: 23-128-11
DRAWN: AS | CAD: C3D | SCALE: AS SHOWN | SHEET NO.: C-21
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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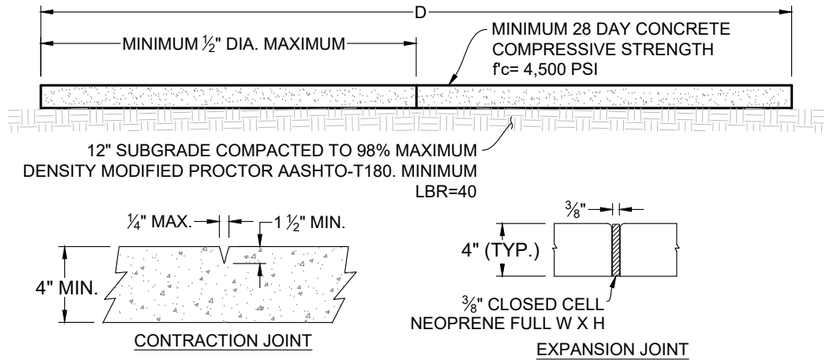
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 21-RAILING DETAIL TYP 2/10/2025



CONTRACTION JOINT

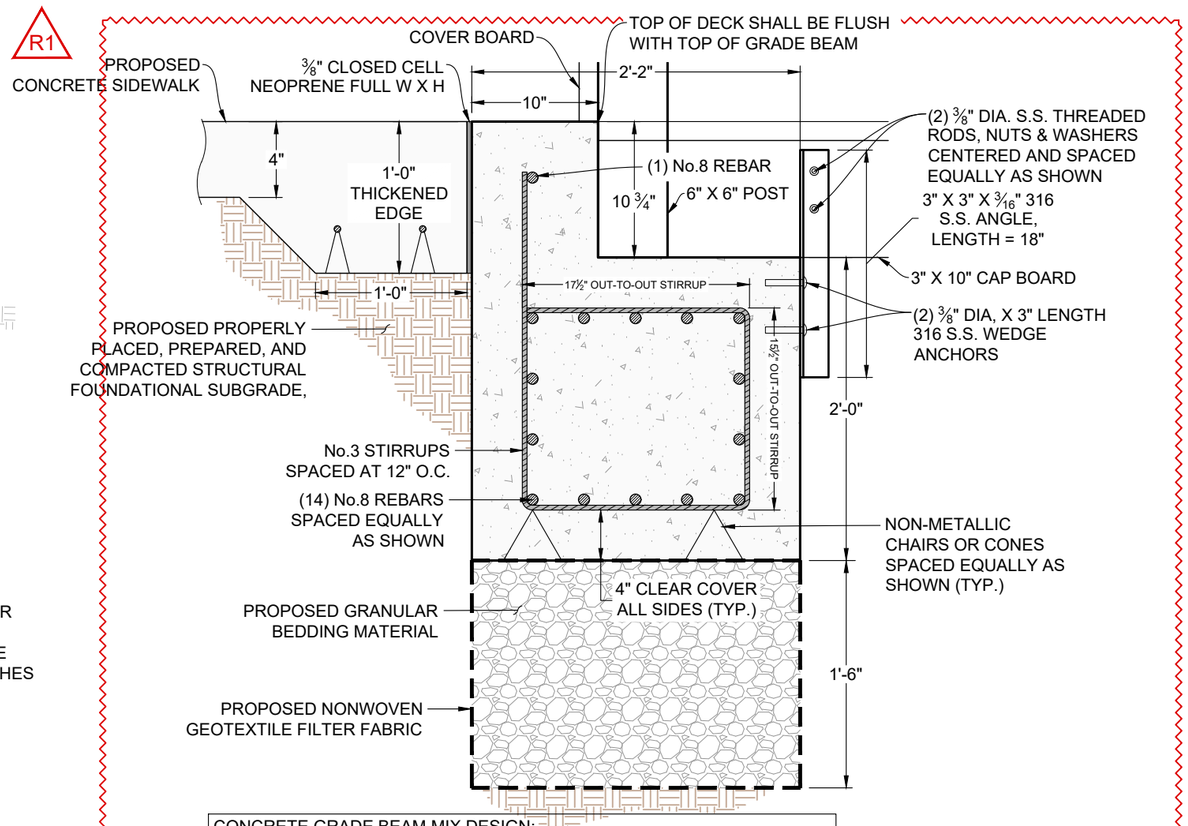
EXPANSION JOINT

CONCRETE SIDEWALK NOTES:

1. THE BEARING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND AND SOLID. COMPACT TO 98% MODIFIED PROCTOR PER AASHTO T-180. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCHES LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS TO 98% PER AASHTO T-180.
2. MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH f'c = 4,500 PSI.
3. LARGE AND SMALL ANGULAR AGGREGATE. NO PEA GRAVEL.
4. REINFORCED WITH 1.5 LBS. PER CUBIC YARD. FIBERMESH 150 VIRGIN HOMOPOLYMER POLYPROPYLENE MULTIFILAMENT FIBERS CONTAINING NO OLEFIN MATERIALS.
5. 1½" DEEP CONTRACTION JOINTS AS-SHOWN.
6. EXPANSION JOINTS SHALL BE PLACED AS SHOWN ON THE PLANS AND SHALL BE CLOSED-CELL NEOPRENE, FULL W X H
7. OTHER NOTES SEE "GENERAL NOTES - CONCRETE SIDEWALK" SHEET C-26.

SIDEWALK DETAILS

N.T.S.



CONCRETE GRADE BEAM MIX DESIGN:

1. MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH f'c= 6,000 psi
2. WATER-CEMENT RATIO w/c ≤ 0.40
3. 6% MICROSILICA
4. NO PEA GRAVEL

ALL OTHER SPECIFICATIONS, SEE GENERAL NOTE SHEET C-26

NOTE:

1. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS PRIOR TO PLACEMENT OF CONCRETE GRADE BEAM.

GRADE BEAM DETAILS

N.T.S.

DRAWING: CONCRETE DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-22
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH

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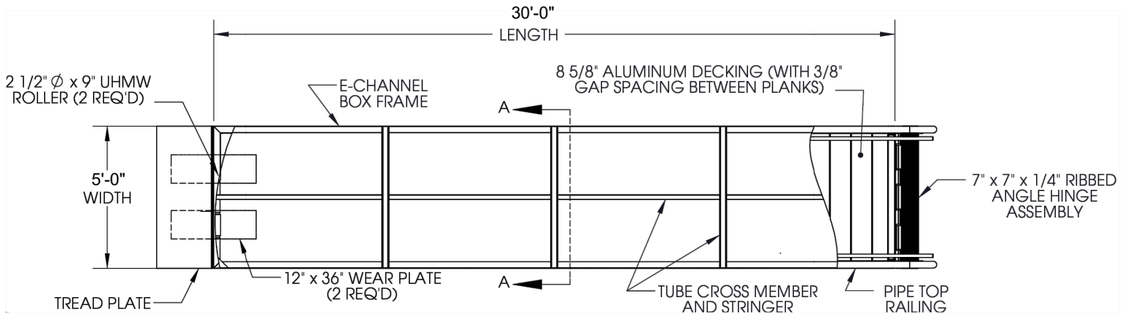
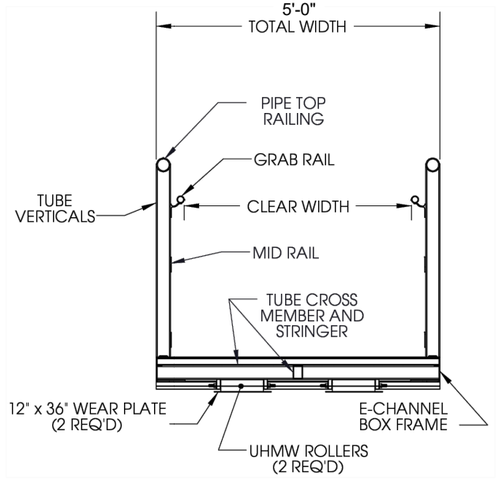


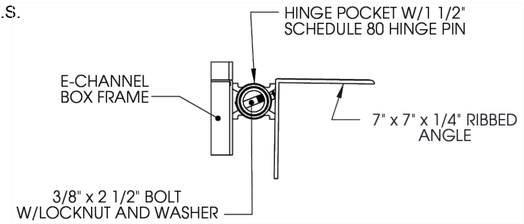
ALUMINUM GANGWAY PLAN

N.T.S.



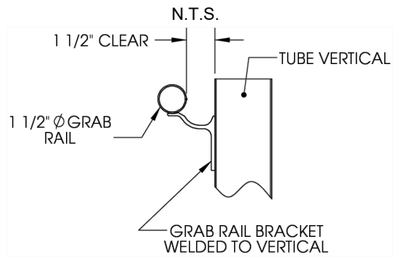
ALUMINUM GANGWAY - CROSS-SECTION A-A

N.T.S.



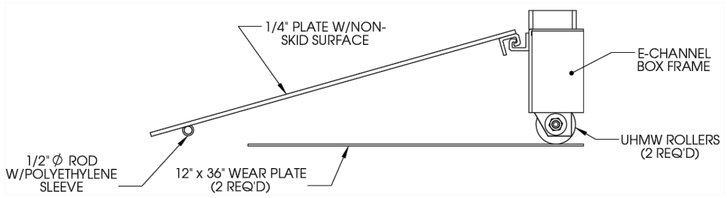
HINGE DETAIL

N.T.S.



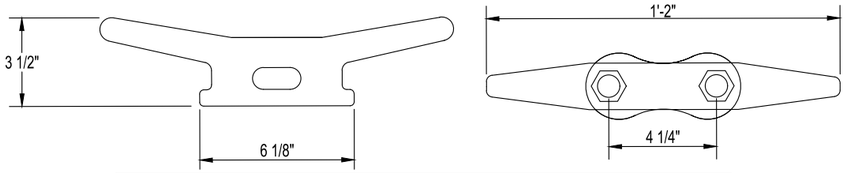
GRAB RAIL DETAIL

N.T.S.



TREAD PLATE DETAIL

N.T.S.

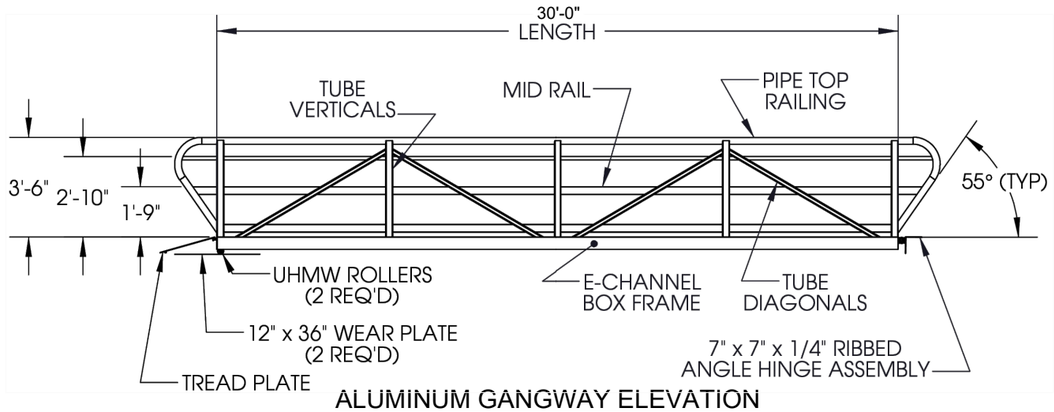


CLEAT NOTES:
1. CLEATS AE INSTALLED ON INSIDE WALER.
2. CLEATS AT THE END SHALL BE INBOARD OF THE LAST THRU-ROD.
3. AVOID LOCATING CLEATS AT FLOAT JOINTS.
4. CLEATS SHALL BE 6" MIN FROM NEAREST WOOD SPLICE.

CLEAT ATTACHMENT DETAIL

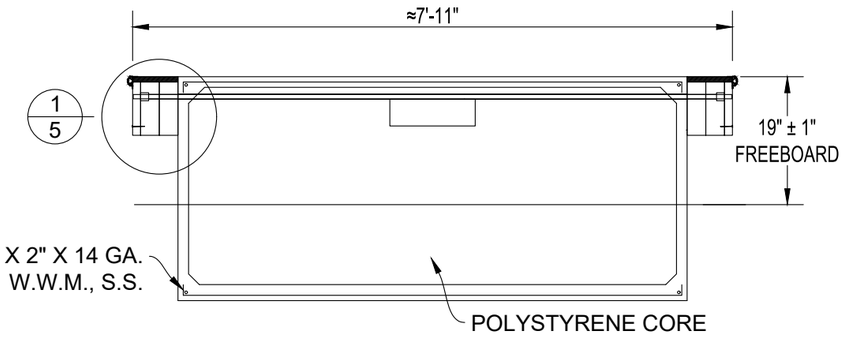
N.T.S.

NOTE:
ALUMINUM GANGWAY AND CONCRETE FLOATING DOCK SYSTEM COMPONENTS SHOWN ON THIS SHEET ARE BY OTHERS. THESE COMPONENTS DEPICTED ARE FOR INFORMATION AND BIDDING PURPOSES ONLY. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING.



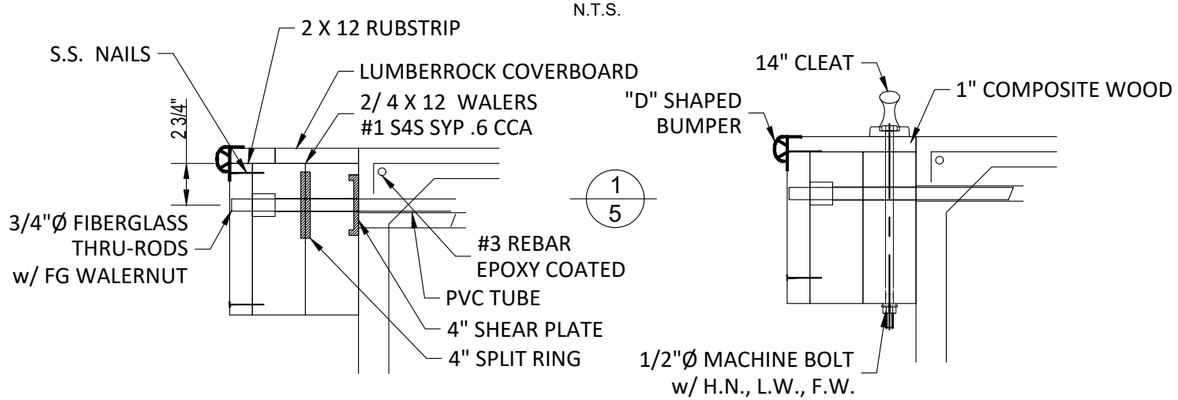
ALUMINUM GANGWAY ELEVATION

N.T.S.



CONCRETE FLOATING DOCK CROSS-SECTION

N.T.S.



CONCRETE FLOATING DOCK CROSS-SECTION DETAIL

N.T.S.

DRAWING: FLOATING DOCK & GANGWAY DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-23
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 23-GANGWAY 2/10/2025

IMPORTANT NOTES TO BIDDERS:

1. The Contractor shall keep a pile driving log as specified in the plans and may not cut off piles until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off piles so that the Engineer may make field observations, if necessary. The Engineer will not make a structure certification if the Contractor does not comply with this requirement. If vibratory hammer equipment is used to install piles, the time needed to hammer each pile shall be recorded.
2. The Contractor shall retain all material delivery tickets, material testing reports and cut-sheets/shop drawings for manufactured products for the project and provide copies to the Engineer on a weekly basis. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
3. The Engineer must be given advanced notice of the critical stages of construction including but not limited to initial construction stakeout, Type II floating turbidity barrier placement, false-work, dredging, first pile driving, initial framing of timber docks, placement of gangways and floating docks, forming of concrete, etc. The Engineer will not make a structural certification if the Contractor does not comply with this requirement.
4. The location of existing utilities, utility services, facilities, and structural features shown on these plans has been determined from the information available at the time of the preparation of these plans, but do not purport to be absolutely correct and are provided for only the convenience of the Contractor. Any inaccuracy or omission in such information shall not relieve the Contractor of its responsibility to protect the existing features from damage and unscheduled interruption of service or from the responsibility to relocate utilities are required. Should a discrepancy arise between these plans and actual field conditions which would appreciably affect the execution of the plans the Contractor shall stop construction and notify the County and utility or facility owner immediately. The Contractor shall verify, prior to construction, the exact location, elevation, dimensions of all existing utilities, facilities, structures, and other features (whether or not shown in the plans). The Contractor shall be solely responsible for coordination of any utilities to be adjusted by others for the construction of this project and shall coordinate with other utilities and entitles as required to ensure the successful implementation of this project.
5. A pre-construction meeting must be scheduled before start of construction and all parties are to attend including: Owner or Owner's Representative, Engineer, Prime Contractor, Subcontractor(s), Surveyor, Applicable Tradesmen, etc. The Engineer will lead the meeting and provide a list of critical items to discuss. Any work performed on site, without approval from the engineer of record and the owner, prior to the pre-construction meeting will be at the contractors expense.

GENERAL:

1. Owner hereinafter refers to Owner's Representative, City, County, Town, Developer or Private Entity.
2. All elevations in the project plans are referenced to feet North Atlantic Vertical Datum 1988 (NAVD 88) and Mean Low Water (MLW).
3. The project shall be straight, plumbed, level, and elevations are correct as shown in plans.
4. Any deviation from these plans, notes or specifications must be approved in writing by the Owner or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
5. Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner or Engineer prior to continuing the work in question.
6. These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
7. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
8. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
9. For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the Owner and Engineer at least 72 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
10. A portion of the site lies within flood zones “AE" with a base flood elevation of 5.0 as indicated on Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No.12127C0541J dated September 29, 2017.
11. Any materials interfering with construction, and all abandoned utility lines, pipes, structures and other subterranean objects to be removed, shall be disposed of as directed by the Owner. All materials not claimed by the Owner shall be disposed of at the Contractor's expense in areas provided by the Contractor.
12. The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's expense. Payment shall not be made for this work.
13. Any damage to state, county, or local roads caused by the Contractor's hauling or excavation equipment shall be repaired by the Contractor to the satisfaction of the Engineer. Payment shall not be made for this work.
14. The construction lengths indicated in these plans are approximate. Actual limits may be set in the fields as directed by the Engineer.
15. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing, or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the dripline of a tree to remain on site unless approved by the Engineer.
16. All trimming undertaken on a tree protected by provisions of the land development code shall be pruned in accordance with the National Arborist Association (NAA) Pruning Standards.
17. The Owner and the Engineer reserve the right to perform quality assurance testing on all materials delivered to project and to reject all materials not meeting acceptable standards.
18. The Contractor shall be responsible for the complete stake-out of the project, i.e., line, grade, slope stake, utility relocations or any other stake-out that may be required to complete the project in accordance with the plans and specifications. Any and all expenses incurred for this work shall be included in the unit price bid for other items. No additional payment shall be made for this work. Contractor shall also be required to provide a certified as-built survey of the grading, drainage and earthwork improvements and meet any minimum requirements of Owner.
19. Overall cleanup shall be accomplished by the Contractor in accordance with Owner standards or as directed by the Engineer. Any and all expenses incurred for this work shall be included in the unit price bid for other items.
20. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop and the client and the Florida Division of Historical Resources shall be notified within two working days.
21. All materials and construction shall be in accordance with the more stringent of the current FDOT Standards and Specifications or City of New Smyrna Beach Standards and Specifications.
22. Contractor shall be responsible for independently calculating all quantities for the project including earthwork. It is the Contractors responsibility to verify the Engineers estimated quantities included on the bid schedule.
23. The Contractor shall provide pumping equipment and devices to properly remove and dispose of water during construction, if needed.
24. Refer to construction pollution prevention plan for erosion control notes.

SURVEY INFORMATION:

Topographic information shown hereon from survey performed by Arc Surveying, Inc. on June 20, 2023, is in referenced to the North American Vertical Datum 1988 (NAVD 88) and Mean Low Water (MLW).

SOIL BORINGS:

Structural calculations based on the Geotechnical Engineering Evaluation, dated March 5, 2024 by Universal Engineering Sciences, LLC. The Geotechnical Report has a total of eight borings, B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8. Refer to the Geotechnical Report.

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and the local city or county may exert jurisdiction over construction of the project. The Contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. The Contractor is responsible for all permits required for construction, including but not limited to mangrove trimming, mangrove removal, etc. as stated in the USACE and FDEP permits indicated on the cover sheet of this plan set.
2. Contractor must comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species.
3. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
4. The Contractor shall be responsible for penalties and/or fines levied due to work that is not in accordance with permit conditions.
5. National Marine Fisheries Services has special conditions for manatees. See sheet C-27 titled "Environmental Notes".

SUBMITTALS:

All submittals shall be made to the Engineer of Record for review and approval, in writing, prior to ordering and before construction. Submittals also include but are not limited to, shop drawings, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.

Submittals list:

1. Schedule for completion of work with tasks and durations defined.
2. Shipping, Stockpile and Site Administration Plan (SSSAP).
3. Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker's parking and construction equipment.
4. Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" heading.
5. Complete list of required shop drawing submittals shall be provided by the Engineer at the pre-construction meeting.
6. Changes, alternates or other methods different from project plans must be approved, in writing, via submittals required by the Engineer and/or Owner.
7. After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.
8. The Contractor shall be responsible for keeping a log of change orders, RFI's and shop drawings. The log shall be updated and available upon request.

INSPECTION COORDINATION:

1. The Engineer will be conducting routine observations and observations at critical stages of construction. A minimum of 72 hours notice shall be given to the Engineer prior to commencing the critical stages of construction. In general, critical stages are the initial work on the major structure components. Examples of critical stages of construction include but are not limited to: initial construction stakeout, Type II floating turbidity barrier placement, false-work, dredging, first pile driving, initial framing of timber docks, placement of gangways and floating docks, forming of concrete, etc.
2. The local city or county may perform their own construction observations in addition to the Engineer. No observers other than the Engineer or his/her designated representative shall have the authority to determine compliance with plans and specifications.
3. Other observers may relay information to the Engineer, but it will be the Contractor's ultimate responsibility to maintain contact and resolve disputes, questions, field changes, payment requests, etc. directly with the Owner or Engineer.

CONSTRUCTION SURVEYING:

1. Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner or Engineer in the project drawings.
2. The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
3. Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
4. The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida Licensed Professional Surveyor. The record survey must be referenced to feet NAVD 88 and MLW.
5. The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

SITE SAFETY:

The Contractor shall prepare and adhere to a Site-Specific Safety Plan. The contents of the plan are:

1. Identification of potential hazards and injuries pertaining to the specific site and project.
2. Location of nearest hospital.
3. Assure availability of at least one working cell phone and one vehicle on site at all times.
4. Emergency contacts within the Subcontractor's organization and at the Prime Contractor's organization.
5. All field personnel shall wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operation such as safety glasses/goggles, masks, shields, gloves, harnesses, hard hats, steel-toed boots,etc.
6. Safety kit shall be available onsite at all times with appropriate materials for potential hazards and injuries.
7. The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
8. The Contractor shall follow all applicable local, state, and federal codes regarding site safety.
9. The Contractor shall adjust the means and methods of this plan as appropriate for maintaining site and operational safety.

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-24
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
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NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 24-G NOTES 1 2/10/2025

SITE MAINTENANCE:

1. The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five-feet in height or greater than ten-feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.
5. Where necessary, the Contractor shall employ a Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner or Engineer for review and approval before commencement of any work.
6. The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

MOBILIZATION AND DEMOBILIZATION:

1. It is understood that this project will require work in and over water. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
2. The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (including utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
3. The Owner or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
4. It is the Contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
5. The Contractor shall not demobilize until project completion, and all parties have agreed and signed off in writing.

TECHNICAL SPECIFICATIONS FOR SITE PLAN TESTING:

1. MATERIAL
   The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Engineer of Record. The Contractor shall submit such samples, or such special or test pieces of materials as the Engineer of Record may require. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and the Contractor has been notified by the Engineer of Record that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample if a sample has been submitted. Certified copies of all tests made shall be submitted to the Engineer of Record as well as to the Owner's designated site inspector. The Owner's designated site inspector must receive copies of all testing reports and certificates prior to the Engineer of Record requesting a final project inspection from the Owner.
2. LABORATORY CONTROL AND CERTIFICATES SPECIFICATIONS:
   Sampling, testing, and laboratory methods shall be in accordance with the standard specifications of the AASHTO or ASTM. Where AASHTO or ASTM specifications are used, the reference shall be construed to be the most recent standard specifications or tentative specifications of the AASHTO or ASTM in force on the date of the test.
   TEST AND CERTIFICATES:
   The Contractor shall engage an approved testing laboratory to provide the following tests and certifications signed by a registered Engineer of the State of Florida. All technicians performing the tests shall be state certified for the testing performed. Additional tests that may be required by either the Engineer of Record or the Owner shall also be provided by the Contractor, and the following shall not be taken as a complete and exhaustive list of the Contractor's testing responsibilities.
   a. Soil analysis for structural fill material prior to installation.
   b. Proctor densities, moisture content, compacted field densities and Atterberg limits.

EROSION AND TURBIDITY CONTROL:

The following measures represent minimum standards to be adhered to by the Contractor throughout the construction of this project. The Owner reserves the right to require additional measures to be employed when warranted by extreme conditions and/or the failure of the Contractor to employ the appropriate erosion and turbidity control best management practices. Failure to comply with these provisions shall result in the issuance of a "stop work order".

1. It shall be the responsibility of the Contractor to have all protective vegetation barricades, erosion and turbidity control structures and measures in place prior to the commencement of any work. These measures include, but are not limited to, temporary construction fences, hay bales, silt fences, and floating turbidity barriers. Further, it shall be the responsibility of the Contractor to maintain all erosion control devices throughout the duration of the entire project. Maintenance shall include periodic inspection and removal of debris abutting erosion control devices.
2. Prior to the installation of any fill materials on subject site, silt fences shall be installed (1) along subject site boundary and property lines, (2) at the edge of conservation easements and wetlands, (3) adjacent to natural landscape buffers, (4) around the perimeter of existing storm water treatment facilities, and (5) at any additional areas that the Owner deems necessary to be protected from potential erosion impacts during construction. These conditions shall apply in all instances where fill material is being installed within 25-feet of any of the aforementioned locations. While these items represent the minimum requirements, the Owner reserves the right to impose additional protective measures, as determined during actual site visits conducted throughout project construction.
3. At a minimum, the Contractor shall seed and mulch all disturbed areas. Sufficient grass coverage is to be established within thirty days.
4. Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion and the impact to neighboring communities. Adequate watering methods should be employed to allow daily coverage of the entire limits of all areas that do not have an established vegetative cover. Methods to be employed include, but are not limited to, water trucks, permanent irrigation systems, temporary sprinkler systems operated by pumping units connected to wet retention ponds, water cannons, temporary irrigation systems mounted atop stockpile areas, and other methods as deemed necessary by the Owner.
5. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.

DEMOLITION, CLEARING AND RESTORATION:

1. Demolition or clearing may require permits. The Contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
3. Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

AS-BUILT SURVEY AND RECORD DRAWINGS:

1. As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
2. The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-making all changes and deviations from the original design, no matter how slight. Color markings are preferred.
3. The record drawings shall also contain any and all field changes with respect to location, alignment, height, width, length, depth, materials, products, etc.

TIMBER

1. Southern Yellow Pine (S.Y.P.) Lumber:
   a. Deck Boards, Vertical Rails, and Horizontal Rails: S.Y.P. No.1 Prime Grade
   b. Posts and Mid-Posts: S.Y.P. No.1 Grade
   c. Stringers and Cap Boards: S.Y.P. No.2 Grade
2. Piles: Southern Yellow Pine (S.Y.P.) treated round timber pile grade in accordance with ASTM D25.
3. All ramps established within the wooden dock sections should be established to ADA requirements. Slopes must not exceed 1:12 (V:H) and handrails must be established on both sides of the ramp according to the typical section found in plans. Transition of the wooden access ramps should be flush with the deck and a minimum clearance of 36-inch of space should be between handrails.
4. Treatment of timber shall be as follows: Handrails and decking; 0.40 PCF ACQ (Alkaline Copper Treatment), stringers, pile cap boards and other components except piles; 0.6 CCA (Copper Chromium Arsenate), piles/posts; 2.5 CCA. All timber, lumber and pilings shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
5. All timber, lumber and piles shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
6. Decking shall be placed with ¼-inch gaps between boards.
7. One layer of roofing felt shall be placed between deck (each board) and stringers. All boards for decking shall be installed crown down.

PILES:

1. 12" diameter, round timber pile
   a. Southern Yellow Pine (S.Y.P.) Lumber
   b. Marine Grade per ASTM D25
2. 14-inch, square, pre-stressed concrete, FDOT, Marine Grade piles must have strict occurrence of:
   a. Fabricated at a plant that is currently on the listing of FDOT Production Facility.
   b. f'c = 6,000 psi.
   c. w/c ≤ 0.40.
   d. (8) - ½" dia. strands (minimum).
   e. 3" minimum clear cover.
3. Provide and install concrete piles in accordance with FDOT specification 455.
4. Concrete shall be FDOT class IV (special) for extremely aggressive (marine) environment. Provide sufficient fly ash or slag to cement content to increase impermeability of concrete.
5. The piles shall be of the size and length shown in the plans.
6. All piles shall be set full length with top elevation as shown in plans. Cut-offs are not allowed except for minimal required (maximum 6") to remove tops damaged by the pile driving equipment.
7. The pile-setting equipment used must be of proper size, set-up and maintenance as to not cause excessive damage to piles. Damaged piles must be removed, discarded and replaced at the Contractor's expense. The Contractor shall provide information regarded the model and operating specifications of the pile-driving equipment to be used on the job for approval by the Engineer prior to commencing pile-driving.
8. Prior to signing of the construction contract, the Contractor being considered shall have all major equipment items available for inspection. Any deficiencies in quality and quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the Contractor from his obligation to provide all equipment required to properly perform the work.
9. The Contractor shall make an earnest attempt to drive piles to grade, utilizing alternate methods or ideas to make the grade at no additional cost to the Owner.
   a. Larger hammer.
   b. Alternate hammer type.
   c. Tool Punch.
   d. Steel "shoe".
   e. Auger
10. Cut-off of piles is strictly not allowed unless approved by the Engineer. When requesting permission to cut off sheet piles, the Contractor shall provide a minimum of 72 hours advance notice to the Engineer to inspect the site and make recommendations. The pile must remain "as-is" until the Engineer completes the field inspection and makes recommendations. The Engineer may request multiple driving attempts over the course of 48 hours at no additional cost to the Owner. Any pile cut off without written approval by the Engineer shall be removed and replaced at the contractors expense at no additional cost to the Owner.
11. Contractor shall keep a pile driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual pile behavior, damage and re-driving. This log shall be available to the Engineer or Owner at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer equipment is used to install piles, the time needed to hammer each pile shall be recorded. The Engineer will not make a structural certification if the contractor fails to provide pile driving logs.
12. Jetting of piles is not permitted without approval from the Engineer of Record. If jetting is requested, Contractor shall submit request to Engineer of Record for approval prior to jetting piles. Contractor shall provide information including but not limited to, the pile driving logs of all piles driven, the type of jetting prposed, the length of pile proposed to be jetted, the location of proposed jetting, etc. The final five (5) feet of all piles must be driven.
13. If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, then the pile shall be tool-punched. No additional payment will be made for pile driving where this work is required. It is the Contractor's responsibility to investigate the site and make preliminary probes if necessary. Arrange site visits for this purpose directly with the Owner.
14. The pile handling and driving procedure shall not subject the piles to excessive abuse causing damage. The pile-driver connection shall be made such as to minimize damage to the pile and eliminate or reduce cut-off. Any pile so damaged in handling or driving shall be replaced by a new pile, or otherwise corrected, as directed by the Owner or Engineer and at the expense of the Contractor.
15. Proper care shall be taken for aligning piles. Pile alignment must be approved by Engineer of Record prior to framing. Piles shall be plumb and placed precisely as shown on plans, Contractor shall remove and replace any piles not meeting these requirements at no additional cost to the Owner.

DRAWING: GENERAL NOTES
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SHEET NO. C-25
DRAWN AS | CAD C3D
CHECKED CT | SCALE AS SHOWN
APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 25-G NOTES 2 2/10/2025

BOLTS, SCREWS & FASTENERS:

1. All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (S.S.). Washers used with single-bolted or double bolted connections (for example: stringer to piling connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard washers for splice block and railings.
2. Bolts shall extend fully through the nuts but not extend beyond the nut more than ½-inch.
3. Stainless Steel (S.S.) screws as shown in plans.
4. Simpson Strong Tie Twist Straps (stainless steel hurricane straps), MTS. Screws shall be Simpson Strong Tie 9-inch x 1½-inch Stainless Steel (S.S.).

FLOATING DOCKS:

1. The gangways may, or may not be, provided by the floating dock manufacturer, at the manufacturer's and/or contractor's preference. Gangway ramps shall be of length and width shown on the plans. Gangway ramps shall be constructed of Aluminum Alloy 6061-T6 and designed to carry its own dead load plus a live load of 50 pounds per square foot (psf). Gangway handrails shall be 42-inches in height and designed for 50 pounds per linear foot (plf) applied horizontally along the top rail and a point load of 200 pounds applied on the top rail mid-way between posts. The decking shall be a non-skid surface to prevent slippage when wet at maximum angle. The deck material shall be aluminum planking unless otherwise directed by the owner/developer. Gangway hardware shall be aluminum or stainless steel. The fixed hinge shall be at the top of the ramp and shall freely rotate over the entire range of design water level fluctuations.
2. Piling design (number, size, length, shape and type) has been performed by the project engineer. Where pilings are shown in plans, the floating dock manufacture shall provide stainless steel four-roller pile guides with UHMW rollers and stainless steel roller pins. Other pile guide hardware and metal sections required shall be stainless steel. The pile guides shall have 3-inches of clearance from the piling to each roller.
3. Floating Dock System shall be compromised of the following basic components:
    a. Individual concrete float units with main pier, when attached, forming a continuous walkway surface of the material and finish desired by the City.
    b. Aluminum gangway onto the float of the size and at locations shown in the plans.
    c. Pilings and pile guides, which shall be the primary support of the floating dock system.
    d. Industry standard "D" shaped bumpers to surround the entire floating dock.
    e. Transition plates as detailed in plans.
    f. Aluminum or Grade 316 Stainless Steel hardware and components, Hot Dipped Galvanized will not be accepted.
4. Contractor is responsible for ensuring that the floating dock system properly functions and that no debris hinders its functionality. If debris is located within the footprint of the floating system then the contractor must remove the hindrances in order to allow proper function.
5. The method and material type of floatation, deck system, and connection between floatation units shall be clearly described in detailed shop drawings for review by the owner and owner's representatives. For the purposes of this project, the floating dock shall be of concrete composition. System hardware shall be HDG or stainless steel, roller pins shall be stainless steel.
   The environmental forces and criteria for the floating docks design shall be as follows:
    a. Wind Speed:
    b. Wave Height:
    c. Surge: Upper Category 2
    d. Vessel Impact: 30-foot power boat at 1.5 knots
    e. Live Load (LL): 50 pounds per square foot (psf)
    f. Dock freeboard (no load/dead load): 19-inch +/- 1-inch
    g. Dock Freeboard (DL+LL): 9-inch minimum
6. Pre-stressed FDOT Marine Grade 14-inch square concrete piles to be 45 linear feet.
7. The contractor shall provide and properly install industrial aluminum cleats on the floating concrete system as located on the plans.
8. White square composite caps shall be properly placed and secured on all newly installed concrete piles. This cost should be incorporated into the cost of the floating dock.

DREDGING NOTES:

1. DREDGING
    a. This project consists of mechanical dredging of up to 440 cubic yards of material. Prior to construction, the Contractor is required to provide evidence of the proper equipment to the Engineer of Record prior to commencement of construction.
    b. The Contractor shall account for providing/maintaining safe navigation and marina access, lighted buoys, markers, and all equipment needed to stabilize and maintain visibility of the pipeline, booster pumps, and all other equipment and construction activities until all work is complete.

   SURVEY:
    a. Prior to commencement of construction, the Contractor is required to stakeout the limits and stationing of the dredge area. Throughout the duration of the project, the Contractor is required to maintain the stakeout of the dredge area, stationing and all referenced to Mean Low Water (MLW).
    b. The method of payment is strictly determined only by the comparison of the pre-and post-survey. The Contractor shall received no compensation for any quantity of overdredge material other than limits depicted in this planset.
    c. The Contractor is required to secure dredge barge when dredging is stopped. The dredge barge shall be equipped with lights, and lights must be activated 30 minutes before sunset and shall remain illuminated until 30 minutes after sunrise.
    d. The Contractor shall submit a hurricane preparedness plan to the Engineer of Record.
    e. The Contractor is required to have a permanent tide gage on site, gage shall be utilized for measuring the tide while dredging to ensure correct dredge depth.
    f. The Contractor shall contact the Engineer of Record 14 days in advanced, if any vessels are located in the dredge area. The Owner shall removed all vessels from the dredge area prior to the project commencement.
    g. A minimum of a 10 to 15 foot buffer shall be maintained from the outermost extent of all structures and mangrove habitats while dredging.

ENVIRONMENT COMPLIANCE:

    a. The Contractor shall install Type II floating turbidity barriers as shown in the plan set.
    b. The Contractor is required to measure turbidity of the water outside of the turbidity barrier surrounding the dredge barge and 150 feet downstream of the dredge two times a day, once from after the start of dredging to noon and once from noon to before the end of dredging. The turbidity measurements shall be no greater than 29 NTU's above the background NTU's located at the project site. If the measured turbidity is greater than 29 NTU's above the background NTU's, the Contractor shall provide a secondary turbidity barrier around the dredge barge.
    c. Contractor shall keep a log of the turbidity measurements on site throughout the duration of the project. The Contractor is required to submit turbidity logs to the Engineer of Record at the end of every week throughout the duration of the project for submittal to regulatory agencies as required.
    d. This is mechanical dredging project and operations are limited by the abutting boat activity and navigation, and standard conditions for in water work and the Manatee Key as specified by the U.S. Army Corps of Engineers.
    e. No dredging activities shall occur between November 1 and March 31. For dredging activities that occur between April 1 and October 31, observers shall be dedicated for manatee observation.
    f. The Contractor is required to have a marine mammal/manatee observer present at the project site at all times throughout the duration of the project. The Contractor is to abide by the Standard Manatee Conditions for in-water Work 2011, refer to Sheet C-27 "Environmental Notes" and post resource protection signage on all floating equipment and barges.
    g. The Contractor shall be responsible for all best management practices to prevent erosion and water quality violation at all times.

CONCRETE GENERAL NOTES:

1. All mix designs by the concrete supplier or Contractor must be submitted to the Engineer for approval prior to submitting order.
2. Concrete cover from all exterior faces shall be 4" clear to the outermost face of any reinforcement, including stirrups, unless otherwise noted in the plans.
3. Strict adherence to concrete cover, water-cement (w/c) ratio, admixture additions, handling and curing will provide the optimum chance to achieve the longest service life possible for the project cast-in-place or pre-cast concrete components.
4. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Trucks sitting full on site for greater than 45 minutes shall be rejected at the Contractor's expense. Delays in casting a given form greater than 45 minutes shall be rejected unless an acceptable construction join can be made.
5. A working concrete vibrator must be on site prior to delivery of first concrete. The Owner or Engineer shall not allow concrete to be cast otherwise.
6. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, never allowing the vibrator to become motionless in the concrete. Concrete with submittals voids or honeycombing will be rejected.
7. Non-metallic chairs and spacers must be used in reinforcement placing.
8. Concrete materials testing shall be performed per acceptable ASTM methods and intervals. A material testing program must be prepared by the Contractor and/or manufacture for review and approval by the Engineer. At least one set of four cylinders shall be cast for any one day's work, or work between construction joints, or more if prescribed by ASTM.
9. Continually wet water cure horizontal surfaces for at least three days and all exposed concrete surfaces after concrete is set. For the purpose of this specification "set" is when the concrete surface is hard enough so that when "knocked" with the knuckles the concrete is not dented. The Contractor is responsible for arranging a water source for curing purposes prior to commencing casting of concrete.
10. Apply Master Builders/BASF “ConFilm” or Euclid Chemical “Eucobar” product immediately after first float and then after final finish. Refer to manufacturer's recommendations for mixing and application.
11. The final alignment of the concrete to be straight and level per elevations and plans provided.
12. Expansion joints must be ⅜" thick closed-cell neoprene.

SIDEWALK CONCRETE:

1. All sidewalk concrete shall be:
    a. 28 Day Compressive Strength: 4,500 PSI minimum.
    b. Water-cement raitio less than or equal to 0.45
    c. Air Entrainment: Minimum 2 to 3%
    d. Potable water, no chlorides.
    e. Type I Cement
    f. Large (¾-inch minimum) and small aggregates washed and free of chlorides or reactive chemicals. Aggregate shall be crushed stone, no pea gravel or rounded gravel.
    g. Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
    h. See plans for expansion and contraction joints.
    i. Reinforced with 1.5 pounds per cubic yard. Fibermesh 150 virgin homopolymer polypropylene multi-filiment fibers containing no olefin materials.
2. All concrete shall be broom finished.

CONCRETE GRADE BEAM:

1. Grade beam shall be:
    a. 28 Day Compressive Strength: 6,000 psi minimum.
    b. Water-cement raitio less than or equal to 0.40
    c. 6% microsilica per weight of binders.
    d. Air Entrainment: Minimum 2 to 3%
    e. Potable water, no chlorides.
    f. Type I Cement
    g. Large (¾-inch minimum) and small aggregates washed and free of chlorides or reactive chemicals. Aggregate shall be crushed stone, no pea gravel or rounded gravel.
    h. Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
    i. All reinforcing steel shall be grade 60 rebar.
2. All concrete shall be broom finished.
3. See "Concrete General Notes".

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-26
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com
ENGINEERS • SCIENTISTS

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 26-G NOTES 3 2/10/2025

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

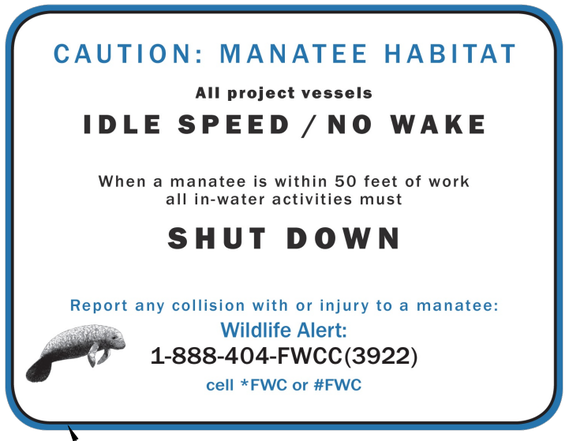
b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



SEE NOTE "f." ON STANDARD MANATEE CONDITIONS FOR IN-WATER WORK NOTE, THIS SHEET.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

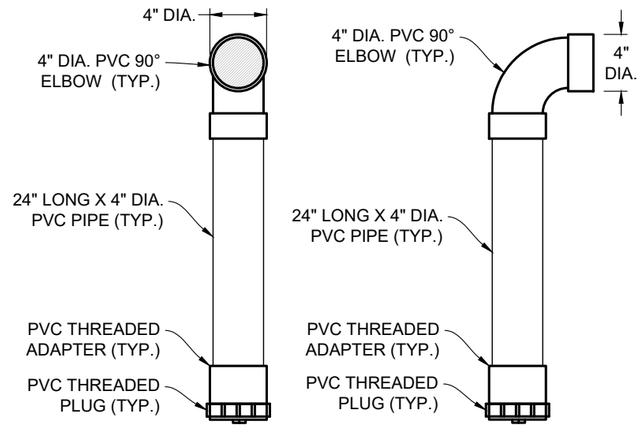
f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

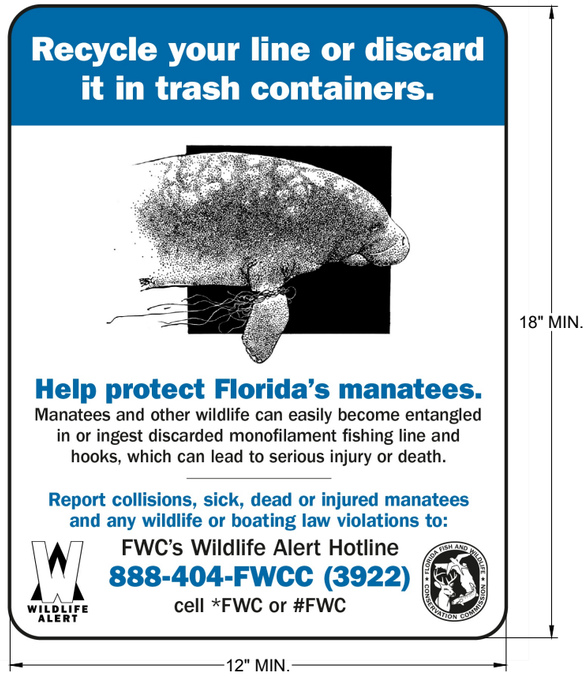
Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



SIGNS AND MONOFILAMENT BIN:
1. ALL SIGNS SHALL FOLLOW ALL FWC SIGN SPECIFICATIONS INCLUDING:
   a. SIGN SHALL BE FIBERGLASS OR METAL WITH ROUNDED CORNERS (HAND-SANDED TO REMOVE ALL SHARP EDGES AND BURRS).
   b. CONSTRUCTED OF 0.08 GAUGE 5052-H38 ALUMINUM.
   c. HAVE AN ALODINE 1200 CONVERSION COATING.
   d. HAVE ENGINEER GRADE TYPE I REFLECTIVE SHEETING.
   e. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
   f. NYLON WASHERS SHALL BE PLACED BETWEEN ALL STAINLESS STEEL AND ALUMINUM COMPONENTS.
2. FWC APPROVED "RECYCLE YOUR LINE OR DISCARD IT IN CONTAINERS" MONOFILAMENT BIN TO BE FURNISHED AND INSTALLED ONTO (1) POST ON THE INFORMATION KIOSK WITH 316 S.S. HARDWARE (SEE DETAIL THIS SHEET). MONOFILAMENT BIN SHALL HAVE ALL FWC REQUIRED STICKERS DISPLAYED PROPERLY AND CLEARLY. **CONTRACTOR SHALL SUBMIT MOUNTING DETAIL TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING.**
3. MONOFILAMENT BIN SHALL BE FURNISHED WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S REQUIRED DECALS. DECALS SHALL BE VISIBLY LOCATED ON THE MONOFILAMENT BIN; DECALS THAT ARE DAMAGED SHALL BE REMOVED AND REPLACE AT THE CONTRACTORS EXPENSE. CONTRACTOR SHALL FURNISH ONE MONOFILAMENT BIN AT EACH TIMBER DOCK ENTRANCE.



MONOFILAMENT BIN DETAILS
N.T.S.



DRAWING: ENVIRONMENTAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-27
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025
PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH
CURTIS N. TODD FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
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www.dmces.com
DMC ENGINEERS • SCIENTISTS

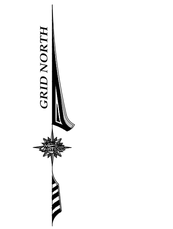
NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_ 100.dwg By: DMC-CAD Tab: 27-ENV 2/10/2025

MAP SHOWING TOPOGRAPHIC AND HYDROGRAPHIC SURVEY OF

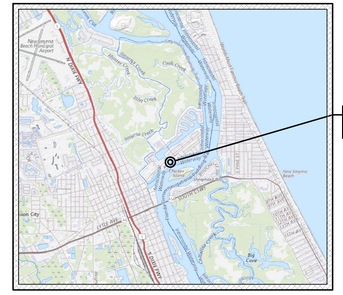
A PORTION OF INDIAN RIVER NORTH, ALONG WITH A PORTION OF LAND, LYING IN VOLUSIA COUNTY, FLORIDA





40 0 20 40 80

SCALE: 1" = 40'



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This survey is limited to above ground visible improvements, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

2) There may be additional restrictions that are not shown on this survey that may be found in the Public Records of this county.

3) All dimensions, unless otherwise noted, are US Survey Feet.

4) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

5) Topographic elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD88), being derived utilizing a Trimble RTK base station referenced to a NGS Brass Disk stamped "872 1164 A", having a published elevation of 6.47 feet (NAVD88)

6) Hydrographic elevations shown hereon are based on Mean Low Water (MLW), lying 1.68 above NAVD88, being derived utilizing a Trimble RTK base station referenced to a NGS Brass Disk stamped "872 1164 A", having a published elevation of 6.47 feet (NAVD 88).

7) The hydrographic and topographic surface have been split at the extents of the hydrographic survey, which is approximately around the edge of mangroves labeled on the map.

8) Horizontal Datum is reference to Florida State Plane Coordinate System, East, Zone, North American Datum of 1983 (NAD83), being derived utilizing VRS procedures base station referenced to a NGS Brass Disk stamped "872 1164 A", having coordinates of 1704808.448, 681966.286.

9) Lines and points shown on this map are for 2D visual purposes only, as points and lines will be altered/deleted for aesthetic reasons. Unaltered 3D data should only be viewed and utilized in the *-SURF drawing (.dwg) file, either directly or as an external reference.

10) Some points are on frozen layers for uncluttering purposes, please unfreeze all points to see if points in question appear.

11) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

12) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.

13) Adjoining information (lot lines, right-of-way lines, section lines, etc.) that does not have a measured dimension may not be drawn to accuracy, may be for aesthetic reasons only, and should not be taken as the true location of said feature.

14) Subaqueous measurements were made with an ODOM CV100 Single Beam Sounder operating at a frequency of 200kHz.

15) Surface built from a generated 5' grid interpolated from a combination of single beam and pole soundings. Single beam and pole soundings are turned off in drawing and can be view by unfreezing all layers. Spot shots shown at 10' grid intervals.

16) The information depicted on this map represents the results of a survey performed on the indicated date and can only be considered as indicating the general conditions at that time.

17) This site has a Mean High Water (MHW) Elevation of 0.6 Feet (NAVD88), and a Mean Low Water (MLH) Elevation of -1.68 Feet (NAVD88), per LABINS Tide interpolation point 6072.

18) Right-of-way shown hereon per FDOT RIGHT-OF-WAY MAP SECTION 79170-2514.

JOB#: 23-029	P.CHIEF: NE/PS	F.BOOK: XXX	
DRAWN: MAS	DATE: 6/20/23	CHECKED BY: JKM	
FILE NAME: 23-029_NSB-waterfront-TOPO			
DATA FILE: 22-029_DMC_TOPO_061523_COMBINED_ALL			

REVISIONS

DATE	DESCRIPTION	DRAWN BY

PROJECT:
NORTH CAUSEWAY BOAT RAMP
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY: **July 15, 2023**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J--17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

John K. Maffett PSM6951
FLORIDA PROFESSIONAL SURVEYOR & MAPPER

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

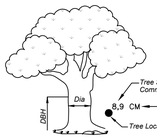
SHEET NUMBER: **01** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM

TREE LEGEND

CED - - - - Cedar
LI - - - - Live Oak
WA - - - - Water Oak
PM - - - - Royal Palm

TREE NOTE



Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

GRID NORTH

NORTHEASTERLY RIGHT-OF-WAY

NORTH CAUSEWAY
(FDOT RIGHT-OF-WAY MAP SECTION 79170-2514)

SOUTHWESTERLY RIGHT-OF-WAY

Conc. Piling (Typ)

Asphalt Bike Path

Asphalt

Grass

Conc.

Conc. Walk

4' CLF

EMH

OHE

Rip Rap

Wood Steps

Wood Dock

2 Wood Ladder

Conc. Boat Ramp

Floating Conc. Dock

Metal Gangway

Conc. Bulkhead

Conc. Curb

1-STORY STUCCO

SHW

DHH

LIDM

AB

MB

ERB

SPR

Top of Bank/Edge of Mangrove

Edge of Mangrove

Mean High Water Line = (0.66')

Mean Low Water Line = (-1.68')

"Slow Speed Minimum Wake"

INTERCOASTAL WATERWAY
(INDIAN RIVER NORTH)

Floating Conc. Dock

Edge of Ramp
(Unknown)

Metal Gangway

Edge of Metal Gangway

Edge of Wood Dock

Edge of Bridge

Wood Dock

Dil. Wood Dock

Conc. Boat Ramp

Conc. Walk

Edge of Mangrove

Mean High Water Line = (0.66')

Mean Low Water Line = (-1.68')

Top of Bank/Edge of Mangrove

Coffer Walk

Metal Pier

Edge of Mangrove

Edge of Bridge

Conc. Curb

Edge of Bridge

Conc.

EO

SPR

"Boat Ramp Info" Sign

"Permit Info" Sign

Grass

Conc. Walk

Conc. Boat Ramp

Asphalt

PM

BRIDGE TOP 9.42

BRIDGE TOP 9.6
BRIDGE BOTTOM 6.60

BRIDGE TOP 9.6
BRIDGE BOTTOM 6.73

BRIDGE TOP 9.6
BRIDGE BOTTOM 6.64
7.82

BRIDGE TOP 9.6
BRIDGE BOTTOM 6.54

BRIDGE BOTTOM 6.42

BRIDGE TOP 10.44

LEGEND

- Piling
- Light Pole
- Bollard
- Sign
- ICV - Irrigation Control Valve
- MW - Monitoring Well
- AB - Alarm Box
- MB - Metal Box
- PM - Parking Meter
- ERB - Electric Junction Box
- LIDM - Metal Lid
- DHH - Drainage Handhole
- SPR - Sprinkler
- EMH - Electric Handhole
- EO - Electric Outlet
- SND - Sounding Shot
- FBH - Top of Face of Bulkhead
- WDK - Edge of Wood Dock
- SHW - Shower
- OHE - Overhead Electric Lines
- Dil. - Dilapidated

20 0 10 20 40
SCALE: 1" = 20'

MATCH LINE - SEE SHEET 3

PROJECT:
NSB WATERFRONT FACILITY
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY:
June 15, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
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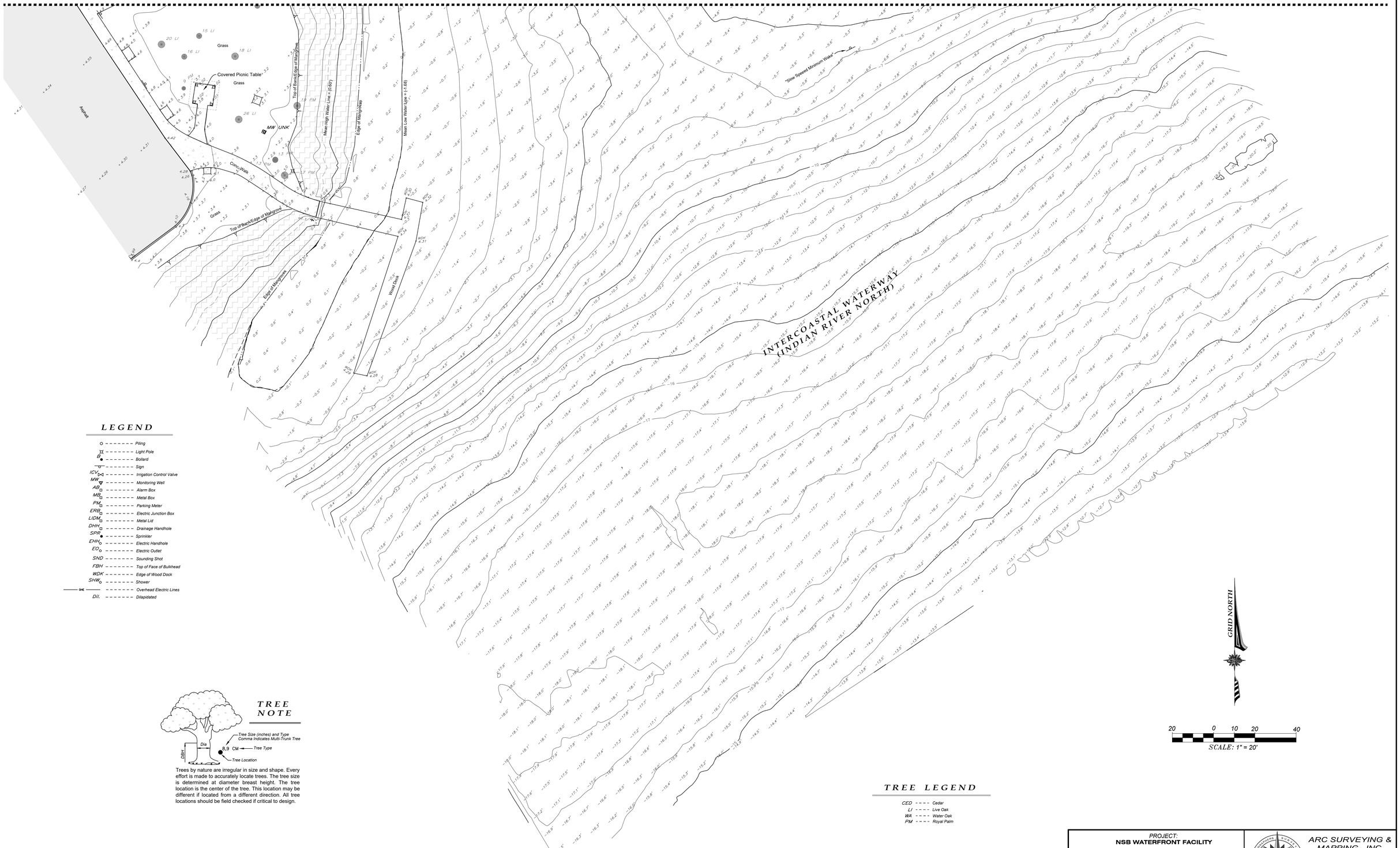
SHEET NUMBER: **02** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM

MATCH LINE - SEE SHEET 2



LEGEND

- Piling
- Light Pole
- B Bollard
- Sign
- ICV Irrigation Control Valve
- MW Monitoring Well
- AB Alarm Box
- MB Metal Box
- PM Parking Meter
- ERB Electric Junction Box
- LIDM Metal Lid
- DHH Drainage Handhole
- SPR Sprinkler
- EHH Electric Handhole
- EO Electric Outlet
- SND Sounding Shot
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- OHE Overhead Electric Lines
- Dil. Dilapidated

TREE NOTE

Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

TREE LEGEND

- CED Cedar
- LI Live Oak
- WA Water Oak
- PM Royal Palm

PROJECT:
NSB WATERFRONT FACILITY
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY:
June 15, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
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SHEET NUMBER: **03** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM

The City of New Smyrna Beach

North Causeway
Boat Ramp Facility Improvements
Project Technical Specifications

December 17, 2024

Item 1 **Mobilization and Demobilization:**

The work specified in this section consists of the preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these technical specifications, the construction plans, and State and local laws and regulations. All costs for the necessary bonds as indicated in the bid document shall be included in this item.

All costs for permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well as the cost of the removal of the above items, shall also be included in this item. All costs associated with trimming/clearing of trees, other vegetation, turf removal, any other materials, and any other site preparation tasks necessary to allow construction of the project, shall also be included in this item. **The CONTRACTOR is responsible for all work and costs associated with acquiring all necessary documents including but not limited to permits required for dewatering, mangrove trimming, mangrove removal, etc. as necessary for the removal of the existing structures and construction of the proposed structures.** All costs associated with collecting complete photographic and video documentation of the site prior to construction shall also be included in this item. All costs associated with grading and grassing the project site once work is complete to restore the site to pre-work conditions shall also be included in the cost of this bid item. The CONTRACTOR shall be responsible for irrigating newly placed grass to ensure establishment and long-term viability of grass cover.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule, safety plan, a shipping, stockpile and site administration plan (SSSAP), a complete list of all SUBCONTRACTORS that will be employed by the PRIME CONTRACTOR, and complete contact information for PRIME CONTRACTOR staff and all SUBCONTRACTOR staff. Personnel to be included in the contact lists shall include, but not necessarily be limited to: CONTRACTOR and SUBCONTRACTOR Principals, CONTRACTOR and SUBCONTRACTOR Project Managers, CONTRACTOR and SUBCONTRACTOR Site Superintendents and/or Foremen. In addition, emergency contact information should be included for the PRIME CONTRACTOR and all SUBCONTRACTORS.

The basis of payment for **Mobilization and Demobilization** shall be LUMP SUM. Fifty (50%) percent of this lump sum cost shall be paid upon mobilization of equipment to the project site. An additional 30% of this cost shall be paid as the project progresses. The final 20% of this cost, less retainage, shall be paid upon removal of all equipment from the project site.

Item 2 **Construction, As-Built, and Pre/Post Dredge Survey:**

The bid price for this item shall include all necessary survey work for the CONTRACTOR to complete all construction activities. Elevations for the plans are based on the North American Vertical Datum 1988 (NAVD 88) and Mean Low Wate (MLW).

The CONTRACTOR shall furnish the services of a State of Florida licensed land surveyor for the field layout of all work. The CONTRACTOR'S licensed land

surveyor shall perform all initial site layout and shall provide follow-up verification of all work underway at a frequency of no less than once a week. All deviations from the construction plans, no matter how minor, that are noted during the follow-up verifications shall be recorded on the project redline plan set which shall always be maintained on the site and submitted to the ENGINEER prior to project close-out. The ENGINEER must approve the initial site stakeout before any work begins; the CONTRACTOR shall provide a minimum of 72 hours' notice to the ENGINEER of the anticipated completion of the initial stake-out so the inspection and field verification can be scheduled. **Prior to start of construction, the surveyor shall also locate any mangroves and other protected/threatened vegetative species located within or adjacent to (within 25 feet) the project area so these may be flagged, and appropriate protective measures set up prior to starting work.** All intermediate construction surveys shall be included in this item. The CONTRACTOR is cautioned that the survey must be conducted with respect to adjacent site aspects and must contact the ENGINEER for any clarification prior to any construction.

The bid price for this item shall include all necessary survey work for the CONTRACTOR to furnish an as-built survey of the completed project. The as-built survey shall be referenced to the North American Vertical Datum 1988 (NAVD 88). The CONTRACTOR shall submit two (2) hard copies and two (2) electronic copies of the as-built survey for the completed project. These documents shall be signed and sealed by a professional surveyor registered in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the location and elevations of all constructed grades and structures including but not limited to: fixed timber docks (elevations at minimum 10-foot intervals, all landings/change in slope, and at all corners), gangways (at all corners), concrete floating dock (at all corners of section), all pre-stressed concrete pile and timber pile locations and finished top elevations.

In addition, the CONTRACTOR shall coordinate a pre and post dredge survey of the access channel, referenced to Mean Low Water (MLW) vertical datum. These surveys will be used to determine the dredging and disposal quantity in Item 8.

The basis of payment for **Construction, As-Built, and Pre/Post Survey** shall be LUMP SUM. Thirty (30%) percent of the lump sum cost shall be paid upon acceptance of the initial site stakeout by the ENGINEER. The remainder of the cost, less retainage, shall be paid as the project progresses.

Item 3 **Demolition, Hauling and Disposal:**

The bid price for this item shall include the required manpower, equipment, materials and other costs involved in the removal and disposal of all items indicated for demolition in the construction plans, including but not limited to; existing fixed dock, concrete accessory dock and any base or subbase material, and all other demolition, hauling, and disposal required to construct the project as indicated in the construction plans.

The CONTRACTOR shall take all necessary precautions to avoid damage to upland and wetland vegetation and trees to be preserved during removal,

demolition and hauling of debris. In addition, the CONTRACTOR shall take all necessary precautions to avoid impacts to in-water resources during demolition and removal of the existing structures. All environmental protection measures shall be in place before any demolition or other construction activity commences. The CONTRACTOR shall be responsible for requesting utility locates from Sunshine 811 prior to commencing any demolition or other earthwork activities. All silt fence, turbidity curtains and other erosion and sediment control measures must be in place prior to commencing construction and demolition activities.

The basis of payment for **Demolition, Hauling and Disposal** shall be LUMP SUM.

Item 4 **Vibration Monitoring:**

The bid price for this item shall include the required manpower, equipment, materials and other costs involved in vibration monitoring throughout construction duration.

CONTRACTOR shall provide a third-party monitoring service with a calibrated seismograph; costs of seismograph/vibration monitoring shall be included in the bid price for this item. Vibration monitoring reports shall be submitted to the ENGINEER weekly for approval, and copies of the reports shall be made available to the CITY OF NEW SMYRNA BEACH and the ENGINEER at any time upon request. CONTRACTOR is responsible for ensuring vibration monitoring measures and means/methods utilized during construction are non-destructive and will not compromise or create any adverse impacts to all existing structures.

The basis of payment for **Vibration Monitoring** shall be LUMP SUM. Fifty (50%) percent of the lump sum cost shall be paid upon mobilizing and properly installing all vibration monitoring control measures. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of all vibration monitoring control measures from the project site once the work has been completed is required before final acceptance of the project by the CITY OF NEW SMYRNA BEACH.

Item 5 **Environmental Compliance:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance and environmental protection during all phases of construction. This item includes all costs related to obtaining an NPDES permit and complying with all NPDES permit requirements. FDOT Type II Turbidity curtains and silt fencing shall always be installed around construction areas and the CONTRACTOR shall take all proactive measures to reduce loss of sediment and turbidity generation in receiving waters during all construction activities. The bid price for this item shall include all costs for monitoring and reporting turbidity of water discharged from the site as required by the NPDES or other permits, as well as all costs for corrective measures taken to correct measured turbidity levels in excess of permitted conditions. These monitoring and testing requirements also apply to discharges from the site from any required dewatering measures. Turbidity monitoring reports shall be submitted to the ENGINEER weekly for approval, and copies of the reports shall be made available to the CITY OF NEW SMYRNA BEACH and the ENGINEER at any time upon request.

The bid price for this item shall also include all costs associated with regularly inspecting and maintaining all other erosion, sediment, and turbidity control measures employed during construction of this project, as well as any necessary repairs and/or replacement of these measures, with the need determined through regular inspections conducted at minimum intervals as specified in the NPDES and other project permits, and/or at the direction of the ENGINEER and/or CITY OF NEW SMYRNA BEACH. Copies of the control measure inspection reports shall be submitted to the ENGINEER within one week of the inspection, and a summary of corrective measures taken to address noted deficiencies shall be included. A weekly log of these inspections shall be provided to the ENGINEER.

In addition, the CONTRACTOR shall comply with all permits for this project and all federal, state, and local water quality standards throughout the duration of the project.

The CONTRACTOR shall take all necessary precautions to avoid damage to wetland vegetation and trees to be preserved. This item includes costs related to flagging and marking protected vegetation, as well as protective measures for these.

The basis of payment for **Environmental Compliance** shall be LUMP SUM. Fifty (50%) percent of the lump sum cost shall be paid upon obtaining an NPDES permit and properly installing all erosion and turbidity control measures. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of all control measures from the project site once the work has been completed is required before final acceptance of the project by the CITY OF NEW SMYRNA BEACH.

Item 6 **Temporary Traffic Control:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to provide temporary traffic control through the project area for the duration of construction. Public access to businesses adjacent to the project area must be maintained at all times, and parking for these businesses shall be made available at all times. The CONTRACTOR shall give a minimum of 2 weeks' advance notice to the CITY and the ENGINEER for any request for lane closures on nearby streets.

At the preconstruction meeting, the CONTRACTOR shall submit a temporary traffic control plan (TTC) to the ENGINEER and the CITY for approval. This TTC Plan shall conform to the requirements of Standard Plans Indexes 102-000, 102-005 and other applicable indexes of the Florida Department of Transportation Standard Plans (FY 2023-24). The TTC Plan shall also include details ensuring the safe delivery and removal of materials by trucks from temporary stockpile areas established near the project area. Any personnel utilized as flaggers must have completed a Temporary Traffic Control Flagger Training course offered by an FDOT-approved provider, and set-up, inspection and maintenance of temporary traffic control devices must be performed under the supervision of personnel who have completed an Intermediate level TTC course offered by an FDOT-approved provider. The CONTRACTOR shall maintain copies of all training certificates on the project site at all times. The ENGINEER must be informed once TTC measures have been fully implemented so an inspection may be scheduled. The

CONTRACTOR shall regularly inspect barricades, signs, fencing and other TTC devices employed on the job site, and shall repair or replace these as needed.

The basis of payment for **Temporary Traffic Control** shall be LUMP SUM. Fifty (50%) percent of the lump sum cost shall be paid once TTC devices and signage have been deployed per the approved TTC plan. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of TTC devices and signage from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 7 **Clearing, Grubbing, and Restoration:**

The bid price for this item shall include, but not be limited to, the required manpower, equipment, material, and other costs involved in clearing and stripping the project area for the proposed construction as indicated in the construction plans. The work shall include the complete removal and legal disposal of all sod, brush, rubbish, vegetation, roots, debris, borrowed material and any other remaining obstructions, AS NEEDED, within the project limits.

The CONTRACTOR shall take all necessary precautions to avoid damage to existing utilities and structures that are to remain. Any damage to utilities or existing structures shall be repaired at the CONTRACTOR'S expense.

The basis of payment for **Clearing, Grubbing, and Restoration** is LUMP SUM.

Item 8 **Mechanical Dredging (Hauling and Placement at Final Disposal Site):**

The bid price for this item shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary, including any dewatering techniques, and all applicable safety measures to dredge and dispose of the material as indicated in the plans.

The material quantity indicated in the bid sheet is approximate and based on a survey indicated in the construction plan set included in the bid. The actual total and section quantities of material to be dredged will be determined by the CONTRACTOR's pre/post dredge surveys. The pre-dredge survey must be submitted to the ENGINEER for approval prior to starting any dredging activities.

It is the CONTRACTOR'S responsibility to investigate the existing material and determine the equipment needed to successfully complete the dredging, however, a geotechnical report has been provided.

The limits of dredging are shown on the construction plans. CONTRACTOR shall be paid per cubic yard of sediment removed within the dredge template as determined by comparison of the initial and final mudline elevations within the dredge template area as determined by the pre- and post-dredge surveys. CONTRACTOR will not be paid for any material dredged outside the proposed dredge template indicated in the plans and permits.

CONTRACTOR shall provide, operate, and maintain for the entire duration of the dredging project portable dredging equipment capable of completing the work outlined in these specifications and in the construction plans. It is CONTRACTOR'S responsibility to determine the size of barge, dredge, and

support equipment necessary to complete the project based on their assessment of the project site conditions and time limitations. The CONTRACTOR shall account for all tidal conditions and size all equipment accordingly.

The dredge and off load location must be surrounded by turbidity barriers at times when dredging. The dredge barge must be lighted and marked in accordance with FWC rules and regulations for navigation. CONTRACTOR and CITY will confirm the location of offloading the dredged material during the pre-construction meeting.

The CONTRACTOR is responsible for hauling and disposing of the dredge material. The spilling of the material will not be tolerated; the CONTRACTOR shall bear sole responsibility for any and all costs associated with the clean-up of spilled material. The existing park can be used to temporarily store and dry material before hauling offsite. All precautions and best management practices for erosion control must be in place at all times; the CONTRACTOR shall take all measures necessary to ensure sediments or turbid water do not enter nearby storm sewers or inlets. Trucks must be sealed; spilling and loss of material will not be acceptable.

The basis of payment for **Mechanical Dredging (Hauling and Placement at Final Disposal Site)** shall be paid per CUBIC YARD.

Item 9 **Fixed Timber Dock (Includes 12-Inch Timber Piles):**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials, hardware and incidentals needed to construct all components of the timber pier, as indicated in the construction plans. Components to be constructed include, but are not limited to: timber piles, cap boards, stringers, deck boards, handrail posts, splice blocks, mid-post spacer boards, vertical rails, horizontal rails, and the stainless steel cable rail system, etc. All timber must be free of splinters, cracks, knots, or sap. All timber must be treated with wood preservative products as indicated in the plans, to the treatment retention levels indicated in the plans, and must be southern yellow pine (SYP) meeting the grade requirements indicated in the plans. Any timber deemed unsuitable by the ENGINEER will be replaced at the CONTRACTOR'S expense.

The CONTRACTOR shall furnish timber piles meeting the dimensions and specifications indicated in the construction plans. The CONTRACTOR shall submit shop drawings and technical data sheets for the piles to the ENGINEER for approval prior to ordering or driving piles. Any piles driven without this approval shall be removed and replaced by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR shall be responsible providing pile-driving equipment and methodology which is capable of delivering sufficient energy to drive the piles to the design tip elevation without excessive impacts which may damage the piles and shall be responsible for maintaining the equipment in a safe and operable condition. The CONTRACTOR shall submit technical data and specifications on the vibratory or impact hammer to be used for driving to the ENGINEER for approval prior to starting any pile driving activity.

All in-water piles must be wrapped with a mechanically tensioned PVC membrane as per the details in the plans. All pile wraps must have a rolled, positive vertical closure that significantly restricts leeching of pile preservative from the pile into the surrounding environment while preventing oxygenated water from entering the

wrap. In addition, all piles must be wrapped with a hermetic top seal (compressed and banded).

Jetting of piles is not permitted without prior approval of the ENGINEER, and in all cases where jetting of piles is approved, the final five (5) feet of the piles must be driven. If solid rock, debris, or refusal is encountered prior to achieving design tip elevation, the pile must be tool punched into the strata. The ENGINEER will make the final determination on if refusal is encountered.

Absolutely no piles shall be cut to design top elevation, beyond the top six (6) inches of the pile, which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off piles, the piles must remain “in-place, as-is”, and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR’S expense.

The CONTRACTOR shall always maintain a pile driving log on the site, and this log shall be available for inspection by the CITY OF NEW SMYRNA BEACH or the ENGINEER at any time on request. The information to be recorded in the log shall be per note section titles “Piles” of the General Notes, Sheet C-25 of the construction plans. The CONTRACTOR shall submit the final pile driving logs so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

The CONTRACTOR shall survey the location of each pile, and once all piles have been installed, shall submit this survey to the ENGINEER for approval prior to starting any additional work on the observation pier. Any pile located more than three (3) inches from its design position as indicated in the construction plans shall be removed and reinstalled by the CONTRACTOR at no additional cost to the CITY OF NEW SMYRNA BEACH.

All hardware used for the construction of the dock system must be grade 316-alloy stainless-steel; under no circumstances will any alternative materials or other stainless-steel alloys be accepted. The CONTRACTOR shall ensure that all handrail components fight tightly and are sanded, beveled, and finished as needed to eliminate the potential for injury to observation pier users from gouges or contact with sharp edges.

The CONTRACTOR must make submittals of the timber, hardware, pile wraps, stainless steel cable rail system, and stainless-steel hardware, etc. to the ENGINEER prior to purchase or construction. Absolutely no piles shall be cut to final top elevation without the approval of the ENGINEER. Any products or materials manufactured, purchased, or installed prior to shop drawing approval will be replaced at the CONTRACTOR’S expense if the above noted approvals have not been obtained.

The basis of payment for **Fixed Timber Dock (Includes 12-Inch Timber Piles)** shall be per SQUARE FOOT.

Item 10 **Aluminum Gangway (30’ x 5’):**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials and hardware needed to properly furnish and install the aluminum gangway as indicated in the plans. The gangway kick plates must provide smooth transitions to the floating dock system for all water elevation conditions. The gangway shall have fixed railings with ADA-compliant grab rails on both sides.

The CONTRACTOR shall submit a shop drawing of the gangway, connection detail to the timber dock and roller detail at the termination of the gangway to the ENGINEER for approval prior to manufacturing, purchase, or installation. Any products or materials manufactured, purchased, or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR’S expense if the ENGINEER does not approve corresponding shop drawings.

The CONTRACTOR is responsible for rejecting any gangway sections that are delivered to the project site damaged to an extent where they are unusable. Any repairs to damaged gangways shall be made by or under the supervision of the manufacturer, using methods and materials approved by the manufacturer, and a letter from the manufacturer stating that the repaired items will meet the structural requirements of the project shall be submitted to the ENGINEER before they will be accepted. Any damaged gangway sections that have been installed without this acceptance by the ENGINEER will be removed and replaced at the CONTRACTOR’S expense.

The basis of payment for **Aluminum Gangways (30’ X 5’)** is per EACH.

Item 11 **Concrete Floating Dock (Includes 14-Inch Concrete Piles & 12-Inch Timber Mooring Piles):**

The bid price for this item shall include, but not be limited to, the required manpower, equipment and material involved in purchasing and properly installing the floating concrete dock system as indicated in the construction plans. Proper installation of the floating system is the responsibility of the CONTRACTOR, and such installation methodology must be submitted to the ENGINEER for verification before proceeding. Dock segments should be properly supported during transportation and installation, and the CONTRACTOR is responsible for replacing any damaged segments at their own expense.

All shop drawings must be submitted to the ENGINEER for approval prior to manufacturing, purchase, or installation. Any products or materials manufactured, purchased, or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR’S expense if corresponding shop drawings are not approved by the ENGINEER.

In addition, this item shall include the required manpower, equipment and materials needed to purchase and properly install the 14" Square FDOT Marine Grade Pre-Stressed Concrete Piles with White Composite Pile Caps for the floating concrete dock system, in the locations identified in the plans. The CONTRACTOR is responsible for providing pile driving equipment and methods that will deliver sufficient energy to drive the piles to the indicated embedment depth without causing excessive damage to the piles. Piles should be properly supported during

transportation and installation, and the CONTRACTOR will be responsible for replacing any damaged piles at their own expense.

If solid rock, debris, or refusal is encountered prior to achieving design tip elevation, the pile must be tool punched through the strata. The ENGINEER will make the final determination on if refusal is encountered.

Absolutely no piles shall be cut to design top elevation, beyond the top six (6) inches of the pile, which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off piles, the piles must remain “in-place, as-is”, and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR’S expense.

The CONTRACTOR shall maintain a pile driving log on the site at all times, and this log shall be available for inspection by the CITY OF NEW SMYRNA BEACH or the ENGINEER on request. The information to be recorded in the log shall be per the note section titled “Piles” located in the General Notes, Sheet C-25 of the construction plans. The CONTRACTOR shall submit the final pile driving logs prior to project closeout so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Shop drawings and technical data sheets for the floating dock sections and the piles, and the FDOT certification for the pre-cast plant supplying the prestressed concrete piles, must be submitted to the ENGINEER for approval prior to manufacturing, purchase, or installation.

The CONTRACTOR is responsible for rejecting any piles or floating dock sections that are delivered to the project site damaged to an extent where they are unusable. Any repairs to damaged piles or floating dock sections shall be made by or under the supervision of the manufacturer, using methods and materials approved by the manufacturer, and a letter from the manufacturer stating that the repaired items will meet the structural requirements of the project shall be submitted to the ENGINEER before they will be accepted. Any damaged piles or floating dock sections that have been installed without this acceptance by the ENGINEER will be removed and replaced at the CONTRACTOR’S expense.

The CONTRACTOR is responsible for ensuring required submittals are made promptly so that fabrication time for the piles does not adversely impact the project schedule. Any products or materials manufactured, purchased, or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR’S expense if the ENGINEER does not approve corresponding shop drawings.

CONCRETE FLOATING DOCK SYSTEM
TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 THE SCOPE

The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor, supervision, fabrication, assembly, and installation of a complete concrete float system.

1.2 CONTRACTOR SITE INSPECTION

The Contractor shall examine the jobsite before preparing his shop drawings to verify all physical conditions and surroundings.

1.3 TECHNICAL

The flotation system shall consist of modular sections designed in such a manner that modules may be replaced with standard modules in case of repairs.

Float modules shall be structurally connected by a treated timber or other approved type of waler system that will allow replacement without affecting the float modules. Connection methods that create structural failure of the float module when over stressed will not be allowed. Concrete float modules must have concrete cover for protection on all six sides. Floats without concrete bottoms will not be allowed. Minimum concrete deck, bottom and wall sections shall be as follows:

Deck: 2.00 inches
Walls: 1.50 inches
Bottom: 1.25 inches

Sufficient flotation shall be provided to support a live load of fifty (50) pounds per square foot of deck area with a minimum freeboard of nine (9) inches.

Freeboard under dead load only shall not be less than seventeen (17) inches or exceed twenty (20) inches.

The Contractor should exercise caution to ensure that all deadloads are accurately determined and included in buoyancy calculations. These loads should include appropriate safety factors if used and any specific manufacturing considerations that will affect the final freeboard.

Dead loads shall consist of the floats, framing, waler system, attachment steel, miscellaneous connection devices, and all other permanently attached equipment such as utilities, boxes, fire protection equipment, etc.

Special floats must be designed to support the additional concentrated loads as imposed by gangways, transformers, or other equipment. Floats with special loadings shall have the same freeboard as floats with no such loading, so that there will be residual stresses or tilting when such floats are interconnected unless specifically approved by the float system engineer.

The weight of lumber for these calculations shall be assumed at no less than forty (40) pounds per cubic foot.

The walking surface of concrete floats shall be level and flush with respect to the adjacent floats.

Floats shall be designed to float level under dead load only. The decks of the floats shall be within the followings tolerances of being level:

- Maximum transverse slope for main floats: two (2) inches per ten (10) feet of width
- Maximum longitudinal slope: two (2) inches per ten (10) feet

Flotation units shall be located within the structure so as to be capable of supporting a 300-pound point load moving in any area on a float without excessive rolling or tilting on the dock. When a 400-pound load is applied one foot from the end of the finger, that finger will lose no more than four inches of freeboard. When a 300-pound load is applied to one outer corner of the finger there should be no more than 2 inches in freeboard differential per three feet of width between the outer corners of the finger. This should be done once the system is totally connected and in its final intended condition.

Float and anchorage systems shall be designed for the following load cases as a minimum:

- Wind pressure of 15 PSF (77 MPH fastest mile wind at 33 feet standard elevation, Exposure C, per ASCE 7-16) acting on the projected area of all docks and moored vessels assuming full occupancy of the marina.
- Minimum current pressure of 0 PSF (0 feet per second current velocity) acting on the projected area of all docks and moored vessels assuming occupancy levels will reflect those expected during the flood season.
- Vertical wave loads, as they exist at the specific site.
- Lateral wave loads for waves having a significant wave height exceeding one foot if they are expected to occur at the specific site.
- Load cases should be combined based upon the probability of simultaneous occurrence of the events.
- Lateral pile loads at the maximum surge level.

1.4 STANDARDS

All docks, structures and components must be designed per one of the following codes or authorities, depending upon the application:

UBC (Uniform Building Code)
SBC (Standard Building Code)
MBMA (Metal Building Mfg. Assoc.)
BOCA (Building Official Congress of America)
City/State/City Building Code
Army Corps Manual SR-2
ASTM Standards
AISI (American Iron and Steel Institute)
AISC (American Institute of Steel Construction)
AWPA (American Wood Preservers Assoc.)
PCI (Prestressed Concrete Institute)

CRSI (Concrete Reinforcing Steel Institute)

Parameters

- Wind load calculations shall be based on an average vessel profile height equal to 15% of the slip length.
- Current load calculations shall be based on the average vessel draft determined by the intended vessel types.
- Calculations are to be performed for wind and current loads both parallel to and perpendicular to the slips.
- Full wind and current loads shall be applied to all exposed vessels. To account for sheltering effects, 15% of the full load shall be applied to all vessels sheltered by the exposed vessel.
- Calculations shall assume that any given boat/slip may be exposed during a design event.
- Allowable material stresses shall be based on the latest edition of the Uniform Building Code.
- Minimum evaluation of the design wave environment shall include identifying the Significant Wave Height, Peak Spectral Wavelength, Wave Period and Wave Approach Angle.

1.5 DRAWINGS

Prior to fabrication or construction, the Contractor shall furnish sufficient information to describe the floating dock system and shall submit complete shop drawings and calculations for approval by the CITY OF NEW SMYRNA BEACH. Dock and anchorage drawings and calculations shall be affixed with the appropriate stamps and signatures of a registered professional coastal engineer, maintaining professional liability insurance with a minimum policy limit of $2,000,000. The Engineer of Record shall seal all drawings with a stamp identifying him/her as a registered Professional Engineer licensed in the state in which the project is located. The Engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

Shop drawings shall show the layout of the dock system, layout of complete mooring/anchoring system, details of all connections, waler sizing and splice pattern, anchorage connections, utility routings and all other details necessary and pertinent to the construction of the floating dock system.

1.6 CALCULATIONS

All design calculations shall assume that all slips are occupied, that any individual slip may be exposed during a design event and that all reasonable deadloads have been incorporated into the system.

Once the loads are determined by the applicable codes listed above, the design and calculations shall be prepared in accordance with AISI and AISC specifications and guidelines.

All engineering and calculations shall be done in accordance with these guidelines using the appropriate allowable capacities and safety factors. Calculations are to be stamped by a registered professional coastal engineer,

maintaining professional liability insurance with a minimum policy limit of $2,000,000. The engineer of record shall seal all calculations with a stamp identifying him/her as a registered Professional Engineer licensed in the state in which the project is located. The Engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

In addition to sizing all members for these codes and specifications, the following calculations shall be submitted as a minimum for the dock system:

- Anchorage attachment points to insure reactions shall be appropriately and rationally distributed throughout the system.
- Finger lateral loads from current and wind in the shielded and unshielded condition for each finger length. Calculations will provide transfer assumptions for both cantilever and non-cantilever type fingers, including finger-to-walk connections.
- Overall system loads under full occupancy with consideration for shielding factors and deflections of the system and its effects on anchor loading.
- Anchorage system capacity for individual and overall load considerations.
- If anchor piles are utilized for mooring, the special design information should include:

  Pile size and cross section.
  Overall pile length
  Minimum embedment

- Vertical loading due to wave action and live load requirements including both walkways and fingers.

1.7 QUALITY ASSURANCE

The manufacturer must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with the requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.

All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, ABS ER70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64” ER4043 Welding Wire, ANSI/AWS A5.10.

2. MATERIALS

2.1 GENERAL

The Contractor shall submit for approval by the CITY OF NEW SMYRNA BEACH, all he/she intends on using for the construction of this project, as well as any alternate materials.

The CITY OF NEW SMYRNA BEACH will be allowed access to all sites where materials pertaining to this contract are manufactured or constructed for purposes of inspection.

Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.

2.2 CONCRETE FLOATS

Manufacturing

The float manufacturer has a minimum of ten (10) consecutive years' experience in the design and manufacturing of concrete floats as their primary business.

The manufacturing facility shall be located in the United States and meet the requirements for the designation of "Made in the USA" as designated by the US Federal Trade Commission. The facility shall be designed to provide the proper environment and physical conditions necessary for float casting. The facility shall provide adequate workspace, equipment, level casting surfaces, and protection from direct sunlight, wind, moisture and freezing.

The manufacturing facility must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

Float modules shall be cast monolithically in a single pour. There shall be no cold joints of any type. All modules are to have concrete bottoms and walls.

Float modules shall have a minimum deck thickness of 2" inches and a minimum side wall, end wall thickness of 1-1/2" and bottom thickness of 1-1/4" inches.

Forms

Floats shall be cast in steel forms, with a smooth, true surface.

Forms shall be designed in such a way to prevent unsightly finished surfaces or definite lines that could result in crack planes. Any rough edges, form marks, or defects shall be cleaned, ground smooth, or patched.
Float forms shall have a tolerance of not more than 1/4 inch from the dimensions shown on the shop drawings. Floats cast from forms more than ½"

out of square (when measured diagonally) shall be rejected.

Concrete shall be vibrated internally and/or externally to assure a smooth dense finish. The placement will be such that the concrete float is monolithic with no cold joints in any part of the finished float.

Concrete Mix Design

Prior to the manufacturing of any flotation units, the concrete mix design shall be approved by the CITY OF NEW SMYRNA BEACH.

Concrete shall have a minimum twenty-eight (28) day compressive strength of 5,000 psi, per ASTM C-94. Floats made of concrete with less than specified strength may be rejected by the CITY OF NEW SMYRNA BEACH.

The mix shall contain a minimum of 611 pounds (six and one-half sacks) of Portland cement per cubic yard, either Type I or Type II modified, and low alkali. Type III cement may be used if the Tri-Calcium Aluminate of the cement is certified by the manufacturer to be between five (5) and eight (8) percent, and alkali content (Na20) and (K20) is less than 0.6 percent.

Concrete for the flotation units shall contain polypropylene fibrous reinforcement in the deck area at a rate recommended by its supplier.

The theoretical concrete unit weight shall not be more than 120 pounds per cubic foot.

Coarse and fine aggregates shall conform to ASTM C-33-86, ASTM C-330 lightweight aggregates for structural concrete.

All concrete shall be air-entrained from four (4) to seven (7) percent and shall be tested in accordance with ASTM C-138, C-173, or C-231.

The water/cement ratio shall not exceed 0.45 for light-weight concrete.

The slump range shall be three (3) inches to six (6) inches when tested in accordance with ASTM C-143-78.

Concrete Testing

All concrete testing shall be done under the guidance of certified personnel. Certification shall be in accordance with the National Ready Mix Concrete Association guidelines or equivalent. All concrete testing methods shall be done in accordance with the respective ASTM specifications.

Four (4) compressive test cylinders shall be taken daily per mix, cured, and tested by either an independent testing laboratory or by an on-site, CITY OF NEW SMYRNA BEACH approved, certified testing facility. Test results will be submitted on one (1) each, seven (7) day; one (1) each, 14-day, one (1) each, twenty-eight (28) day; and one (1) hold cylinder.

Unit weight and entrained air tests will be taken daily from the same material

sample used for the compressive test cylinders.

Daily concrete cylinder test reports shall be submitted to the CITY OF NEW SMYRNA BEACH on a job complete basis. All concrete testing shall be done at the Contractor's expense.

Concrete Reinforcement

Galvanized welded wire fabrication used as concrete reinforcement shall be 2" X 2" - 14/14. Welded wire fabric is required in the deck and the bottom sections with a minimum of a two (2) inch return to the sides and ends. Where splicing occurs, the overlap will be a minimum of four (4) inches. Galvanized wire mesh shall meet ASTM A-185.

Reinforcing steel bars shall be grade 40 or 60, conform to ASTM 615, and shall be epoxy coated in accordance with ASTM A775 or galvanized in accordance with ASTM A 767.

Expanded Polystyrene Core (EPS)

The closed cell expanded polystyrene core used inside the concrete unit shall meet Federal Specification C-578-85, which superseded Federal Specification HH-I-524C. The expanded polystyrene core must be fully encapsulated by concrete (all six sides).

The foam shall weigh between .95 and 1.10 pounds per cubic foot.

EPS to have a maximum absorption of three (3) percent by volume as tested by ASTM Method C-272.

The foam core shall be held in a true position during the casting operation with an allowable variation of 1/8 inch from the dimensions shown on the shop drawings.

Foam billets will have a dimensional tolerance of plus 0.125 inch and minus 0.125 inch.

Foam core may not have more than ten (10) percent reground EPS foam material. Reground foam pieces shall not exceed 3/8 inch in diameter.

Foam core shall be made up of not more than four (4) laminated sections.

The laminated foam core shall be glued with low solvent glue and shall be strapped to prevent delamination during transportation and handling.

No horizontal lamination may occur in the upper ten (10) inches of the foam core.

Utility Raceways

Section deleted, Not Applicable.

FRP Thru-Rod Connections

The minimum dimension for all thru-rods for structural attachment is 3/4-inch thread diameter.

All thru-rods shall be placed within PVC sleeves cast in the float units. The maximum inside diameter of PVC shall not exceed 7/8 inch.

All cast in inserts will be stainless steel, 3/4-inch diameter, with a welded loop or horizontal restraining bar.

Walers shall be securely fastened to the concrete floats using fiber reinforced plastic (FRP) of high strength pultruded rods. At the time of manufacture the pultruded tie rods shall meet the following specifications:

1. Profile Dimensions and Tolerances
   - Diameter 0.782 ± 0.008 in
   - Nominal weight 0.405 lb/ft ± 5% (weight is for rod before grinding)
   - Density (nominal) 125 lb./ft3 ± 5%
   - Cut length Customer advised length ± 0.1 in up to 6.6 ft lengths ± 0.2 in for lengths above 6.6 ft.
   - Straightness Customer advised length ± 0.1 in up to 6.6 ft lengths ± 0.2 in for lengths above 6.6 ft.

2. Raw Materials
   - Matrix is based on hybrid epoxy vinyl ester resin.
   - ECR glass

3. Resin matrix properties.
   - Glass transition temperature of resin ≥ 291 ˚F
   - Onset reaction temp ≥ 212 ˚F
   - Heat of cure ≥ 72 kJ/lb.
   - Peak Exotherm ≥ 248 ˚F

4. Reinforcement properties
   - Direct roving's, Boron-free ECR glass ASTM D5780
   - Single filament tensile Strength 450 to 550 ski, ASTM D2101
   - Young's modulus 11.5 to 11.7 mis Sonic method

5. Physical Properties
   - Transverse shear > 13.5 kip (single sided shear), ASTM D7617/D7617M
   - Nut pull off strength > 15.7 kip, In house test.
   - Dynamic Flexural Modulus > 6 mis, ASTM E1640
   - Moisture absorption < 0.1%, ASTM D570 Method 7.1
   - Glass transition temperature of finished rod measured by Dynamic Mechanical Thermal Analysis 284˚F Storage modulus curve, 320˚F Tan curve peak ASTM E1640
   - Cure Ratio >95% CSA S870-10

6. Other

- Color - Dark Grey
- Surface finish - Surface to be free from cracking, loose fibers, and blistering.

7. Test Certificate. A test certificate for each production batch shall include:
   - QA/QC Inward Raw Materials
   - Glass type
   - Resin type
   - Resin release number.
   - Incoming Resin QC Differential Scanning Calorimeter (DSC)
   - Test & Analysis (ASTM E1356)
   - Onset reaction temperature
   - Heat of cure
   - Peak exothermic
   - Glass transition temperature (Tag)
   - QA/QC Product and Production
   - Surface finish
   - Diameter (Ø)
   - Product glass transition temperature (Tag) (ASTM E1640)
   - Nut pull off strength.
   - Transverse shear strength
   - DSC and DMTA Thermogram graphs

All bolted connections shall include ¾" (nominal) nylon nuts manufactured from a high toughness 50% glass filled nylon 6 and contain high quality UV stabilizers for maximum longevity.

A minimum of four (4) thru-rods per float unit are required, with a minimum average of one (1) thru-rod per two (2) lineal feet of float length. The quantity and configuration of the thru-rods will be determined by the float system structural engineer's load calculations on each dock section.

Thru-rods shall be placed through each float unit within six (6) inches of each end of that unit, and within six (6) inches of each lumber splice.

No connecting device shall protrude beyond the fascia into the berth area. Any connecting device protruding above the surface of the deck shall have a low, rounded profile.

All nuts at triangle frame connections shall Bracket ¾" (nominal) Nylon Nuts. Nuts at the triangle frame shall be re-tightened immediately before receiving utility covers.

Nylon Nuts

1. Raw Materials: Nylon nuts shall be manufactured from a high toughness 50% glass filled nylon 6, which contains high quality UV stabilizers for maximum longevity.
2. Physical Properties: Nut pull off strength shall be >15.7 kip
3.Other:

- Nylon nuts shall be black in color.
- All internal surfaces shall be smooth.
- Hexagonal surfaces shall be textured for increased grip; all other surfaces shall be smooth. Small injection marks are acceptable.

Deck Finish

The float deck surface shall be trowel finished with a steel trowel and a slip-resistant finish applied transversely to the walking surface.

The contractor shall establish finishing methods and procedures to insure an even and consistent broom or screed finish on all deck surfaces.

All top edges shall have a 3/8-inch tooled radius with a minimum 1-1/2-inch-wide smooth hard steel finished face.

Outside top edges and corners shall be filed smoothly.

All work shall be performed by persons experienced and skilled in their trade.

Curing, Handling, and Storage

Except as otherwise approved, floats shall be cured for a minimum of seven (7) days or until they have reached 80% of design strength before transporting or assembling.

The Contractor shall select his own method of curing and be responsible for the result, except that all curing shall include the application of a curing compound as soon as practical after finishing and that the concrete modules be placed under cover with complete protection from direct sunlight, wind, and freezing for a period of three (3) days or until they have reached 70% of design strength.

Curing compound referenced shall meet the following requirements:

- Must be a balanced combination of sodium, potassium and meta silicate compounds with a surface reducing agent.
- Must not contain any chlorides, waxes, resins, or oils.
- Must not separate or settle out.
- Must not leave a residue on the concrete that would prevent the application of sealers or epoxies.
- Must combine chemically with the free lime in concrete to form a barrier to reduce moisture evaporation to a level that allows the complete hydration of the concrete.

The Contractor shall take care in establishing handling methods to avoid damage to floats during form removal, storage, assembly, and installation. Storage of flotation units shall be on level surfaces, and it shall be the responsibility of the Contractor to determine how high to stack units to avoid damage. Care shall be taken to avoid damage caused by over-stacking.

Floats shall be protected against damage from any cause.

Any damaged units shall be rejected and removed from the assigned job.

Cracks
Concrete cracking shall be minimized through proper design and control methods. However, it is typical for precast concrete to develop cracks. The structural nature of concrete is that the concrete must crack in order to mobilize the steel reinforcing.

Cracks that are determined to be structural in nature by the float system design engineer and not located in the deck of the module shall be V-cut out and patched with a non-shrink patching compound approved by the engineer. Cracks that are determined to be structural in nature by the float system design engineer which are located in the deck of the float module shall be patched in accordance with methods and materials approved by the CITY OF NEW SMYRNA BEACH and the design engineer on a case-by-case basis.

The design engineer shall determine if excessive cracking in a single flotation unit shall be the cause for rejecting that unit. Rock pockets exceeding one (1) inch in diameter and/or 1/2 inch in depth and/or honeycombing, shall be patched with an approved non-shrink grout of a color similar to the cured concrete. Any pockets which expose mesh or rebar shall be chipped out, cleaned, and filled with an approved epoxy patching compound.

Float Weight
The weight of the complete flotation units shall not vary from the theoretical weight or mean weight of all similar units by more than six (6) percent.

Submit program to verify actual float weights, quantity to be weighed, and method of record keeping.

Float Identification
All floats are to be clearly identified on one side between the bottom of the waler and the waterline with the date of manufacture, specific float type, and job number.

2.3 LUMBER
All timber walers and structural lumber shall be of Southern Yellow Pine; "No. 1" or better in accordance with either the Southern Pine Inspection Bureau or the Timber Products Inspection Bureau grading rules.

Lumber shall be fabricated accurately to provide uniform gaps and butt joint connections. Lumber splices shall not exceed 1/2 inch between adjoining ends.

All walers, fascia, spacers, plywood, or any other member, which is subject to foot traffic, shall be flushed with the concrete walking surface.

2.4 LUMBER TREATMENT
All lumber shall be pressure preservative treated with CCA to .6-pound retention after fabrication.

All lumber, with the exception of laminated beams, will be cut to length and all holes drilled prior to pressure treatment as far as is possible.

Tie bands used for delivery must have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.

2.5 STEEL

All structural steel channels, angles, and plates shall be fabricated from stainless steel conforming to ASTM A-240.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with the requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.

All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, ABS ER70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64" ER4043 Welding Wire, ANSI/AWS A5.10.

2.6 HARDWARE

Bolts, nuts, washers, and thru-rods shall be 316 stainless steel, in accordance with ASTM A-193 and A-194, and have a minimum of 1-1/2 inch of thread.

Washers shall be used with all nuts and bolts, which bear on wood or steel. Round plate washers shall be used on all thru-rods bearing on wood surfaces. Cut washers shall be used on all surfaces bearing steel surfaces.

2.7 WELDMENT AND TRENCH COVER PANELS

Cover panels, which provide continuous walking surfaces with the concrete deck, shall be of medium-density copolymer polyethylene or FRP, specially formulated to provide toughness and durability in a marine environment. The plastic shall contain UV stabilization for optimum performance in direct sunlight and weigh a minimum of 0.0342-lbs/cubic inch. The material shall be fabricated with a non-slip surface molded in the panels.

The basis of payment for **Concrete Floating Dock (Includes 14-Inch Concrete Piles & 12-Inch Timber Mooring Piles)** is per SQUARE FOOT. Payment shall be made once the floating docks are installed and have been accepted by the ENGINEER and the CITY OF NEW SMYRNA BEACH.

Item 12 **Concrete Sidewalk**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials, and any other provision needed to properly construct concrete sidewalks throughout the project area as indicated in the construction plans. All products, dimensions, testing methods, application

methods, etc. must conform to the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), which is the source of the specification for this item.

SECTION 522
CONCRETE SIDEWALK

522-1 Description.
Construct concrete sidewalks as indicated in the construction plans.

522-2 Materials.
Meet the requirements specified in the construction plans.

522-3 Forms.
522-3.1 Form Materials: Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

522-3.2 Depth of Forms: Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

522-4 Foundation.
Compact fill areas, including cut areas under the sidewalk that have been excavated more than 6 inches below the bottom of sidewalk, to a minimum of 98% of AASHTO T180 density. All organics and other unsuitable material shall be removed from compacted areas prior to compaction and replaced with clean structural fill to the required grade. The area to be compacted is defined as that area directly under the sidewalk and 1 foot beyond each side of the sidewalk when right-of-way allows.

522-5 Joints.

522-5.1 Expansion Joints: Form 3/8-inch expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections with a preformed joint filler meeting the requirements specified in the construction plans.

522-5.2 Contraction Joints:
522-5.2.1 Types: The CONTRACTOR may use open type or sawed contraction joints.

522-5.2.2 Open-Type Joints: Form open type contraction joints by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has been set sufficiently to preserve the width and shape of the joint, remove the bulkhead. After finishing the sidewalk over the joint, edge the slot with a tool having a 1/2-inch radius.

522-5.2.3 Sawed Joints: If electing to saw the contraction joints, cut a slot approximately 3/16 inch wide and not less than 1-1/2 inches deep with a concrete saw after the concrete has set, and within the following periods of time:

Joints at not more than 30 feet intervals - within 12 hours after finishing.
Remaining joints - within 96 hours after finishing.

522-6 Placing Concrete.
Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smoothly and the edges rounded to the radius shown in the plans. CONTRACTOR shall utilize sufficient chairs and non-metallic tie downs to minimize movement of reinforcing steel during concrete placement and shall place concrete in a manner which minimizes movement of reinforcing steel.

522-7 Finishing.
522-7.1 Screeding: Strike-off the concrete by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

522-7.2 Surface Requirements: Provide a broom finish. Ensure that the surface variations are not more than 1/4 inch under a 10-foot straightedge or more than 1/8 inch on a 5-foot transverse section. Finish the edge of the sidewalk with an edging tool having a radius of 1/2 inch.

522-8 Curing.
522-8.1 General: Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72-hour period. After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72-hour curing period.

522-8.2 Wet Burlap Method: Place burlap, as specified in 925-1(FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)), over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

522-8.3 Membrane Curing Compound Method: Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)), by a hand sprayer meeting the requirements of 350-3.10 (FDOT Standard Specifications for Road and Bridge Construction (Latest

Edition)), in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

522-8.4 Polyethylene Sheeting Method: Place polyethylene sheeting, as specified in 925-3 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)), over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

522-9 Method of Measurement.
The quantity to be paid will be the planned quantity, in square feet, completed and accepted. Ramps, reconstructed sidewalks, walk around sidewalks, sidewalk landings, sidewalk curb, and driveways will be included in the area to be paid.

522-10 Basis of Payment.
Price and payment will be full compensation for all work specified in this Section. Excavation for new installations will be paid for under the items for the grading work on the project.

Shop drawings of the sidewalk concrete mix design, microfiber, admixtures, and other components must be submitted to the ENGINEER in writing for approval before any construction begins. All concrete mix tickets shall be copied and submitted to the ENGINEER. In addition, the CONTRACTOR is responsible for all concrete testing, testing must occur once each day for each mix poured on site.

Square foot quantities do not account for grade changes; it is the CONTRACTOR'S responsibility to account for changes in grade.

The basis of payment for **Concrete Sidewalk** shall be per SQUARE YARD.

CITY OF NEW SMYRNA BEACH, FLORIDA
ITB 06-25-CIP: NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS PHASE 1
Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the responsiveness and how well the contractor communicated significant issues or concerns with you.	
2	Rate how well the contractor stayed within the budget.	
3	Rate the quality of work provided by the contractor.	
4	Rate the timeliness of service provided by the contractor.	
5	Rate your level of overall satisfaction with the contractor/vendor at the completion of your project.	

Did the contractor/vendor stay within budget: _____

Were change orders necessary, and if so, how many and the reasons why? _____

_____

_____

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by 5 PM on February 12, 2025

ADDENDUM 1
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
JANUARY 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question: What is the budget/ engineer estimate?**

   Answer: $1.4 million

2. **Question: What is the project duration? Substantial and Final Completion.**

   Answer: The Contractor agrees to commence work within Ten (10) calendar days after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty (150) Contractor's consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

3. **Question: Can you confirm that Davis-Bacon Act applies to this project and if so, please provided the applicable Wage Determination Information**.

   Answer: The Davis-Bacon Act does not apply to this project.

4. **Question: Please confirm that Builders Risk will be required for this project?**

   Answer: Yes, Builders Risk will be required.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____
Firm Name (Please Print)

ADDENDUM 2
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
JANUARY 27, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Recording: The recording for the January 23rd Prebid meeting is provided.

Clarification: Clarification for question two (2) to on Addendum one (1) 1 is provided below:

- **Question:** What is the project duration? Substantial and Final Completion.

  Answer: The Contractor agrees to commence work within Ten (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty (150) consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 3
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
February 6, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 3 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised Timeline:

Bid Due Date: Prior to 5:00 pm on February 19, 2025
Bid Opening: 9:00 am on February 20, 2025
Microsoft Teams
Meeting ID: 270 252 917 596
Password: hh3Az2AX

Dial by Phone: 786-636-1338
Conference id: 914 504 196#

Recommendation to Commission: March 25, 2025

- **Please note, an additional addendum will be posted providing responses to recently received questions.**

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____
Firm Name (Please Print)

ADDENDUM 4
ITB 06-25-CIP: North Causeway Boat Ramp:
Dock & Amenity Improvements, Phase 1
February 11, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 4 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment: Revised Plans

Questions/Answers:

1. **Question:** Upon excavation from the dredging where do we place the spoils temporarily to dry before we load and haul them off to their permanent designated locations?

   Answer: The dredged materials will be dewatered at the final disposal site. The contractor shall implement best management practices to minimize loading and prevent spills.

2. **Question:** We understand that your project specifies concrete floating docks, and we would like to inquire whether our aluminum-framed docks could be considered an approved equal. Aluminum-framed floating docks are designed to offer exceptional durability, stability, and versatility, while providing several advantages over traditional concrete docks, such as reduced weight, easier installation, and lower maintenance requirements.

   Answer: Aluminum frame docks will not be accepted.

3. **Question:** Refer to C-07, are dredge materials to be placed as a berm as shown in the berm cross-section detail?

   Answer: The dredge material shall be placed as shown in the construction plans. The berm cross-section detail on sheet C-07 depicts the maximum height, slopes, and widths.

4. **Question:** Refer to C-10, Different lengths are listed for the 14" square prestressed concrete pile. Text indicates length = 30'-0", Pile table indicates 34"-0'. Please confirm the length of all concrete piles is to be 34'-0".

   Answer: Please see revised plans included in this response. The 14” square prestressed concrete piles shall be 34’-0” in length.

5. **Question:** Refer to C-14 and C-15. different lengths are listed for the timber pies. C-14 states timber piles to be 30'-0" while C-15 shows timber piles to be 40'-0". Please confirm the length of all timber piles is to be 30'-0".

   Answer: Please see revised plans included in this response. The timber piles shall be 30’-0” in length.

6. **Question**: If carriage bolts are unavailable for the rail to post connections, what is an acceptable alternative?

   Answer: Contractor shall submit an alternate product that is of equivalent or greater strength and material properties.

7. **Question:** What is the hardware connection/detail for the timber dock to concrete grade beam?

   Answer: Please see revised plans included in this response.

8. **Question:** We assume vibration monitoring will only be required during the piling work. Please confirm

   Answer: Vibration monitoring shall be required throughout pile installation work.

9. **Question:** Given the scope of work, please confirm a general contractor's license is required.

   Answer: A general contractor’s license is required.

10. **Question:** Will the building permit fees be waived? If no, who is responsible for permit fees?

    Answer: No. The contractor is responsible for any federal, state, and local permitting fees, as all work associated with the applications and obtaining all necessary permits.

11. **Question:** Will the City allow time for submittals and procurement of the concrete floating docks prior to Notice to Proceed for construction? (150 calendar days in not realistic to procure and install concrete floating docks.)

    Answer: The Contractor is responsible for making a reasonable effort to furnish and install concrete floating docks in a timely matter; the contractor shall communicate the time needed to procure and install the concrete floating docks with the Engineer of record and the City of New Smyrna Beach. Reasonable accommodations shall be made as needed for procurement of the concrete floating docks, and can be discussed with the City upon award of bid.

12. **Question:** Will the city consider adding to the scope of work to include replacing the currently underwater gangway that is located between the proposed floating docks C and D?

    Answer: These components are currently not in this project’s scope of work.

13. **Question:** Will the city consider adding to the scope of work to include replacing the fixed timber dock that is slated to remain, located to the right of proposed floating dock D?

    Answer: These components are currently not in this project's scope of work.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

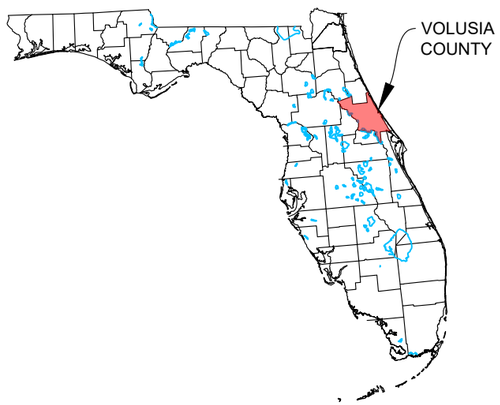
CONSTRUCTION DRAWINGS

CITY OF NEW SMYRNA BEACH
NORTH CAUSEWAY
BOAT RAMP FACILITY IMPROVEMENTS

FEBRUARY 7, 2025

REVISED PLANS

FLORIDA

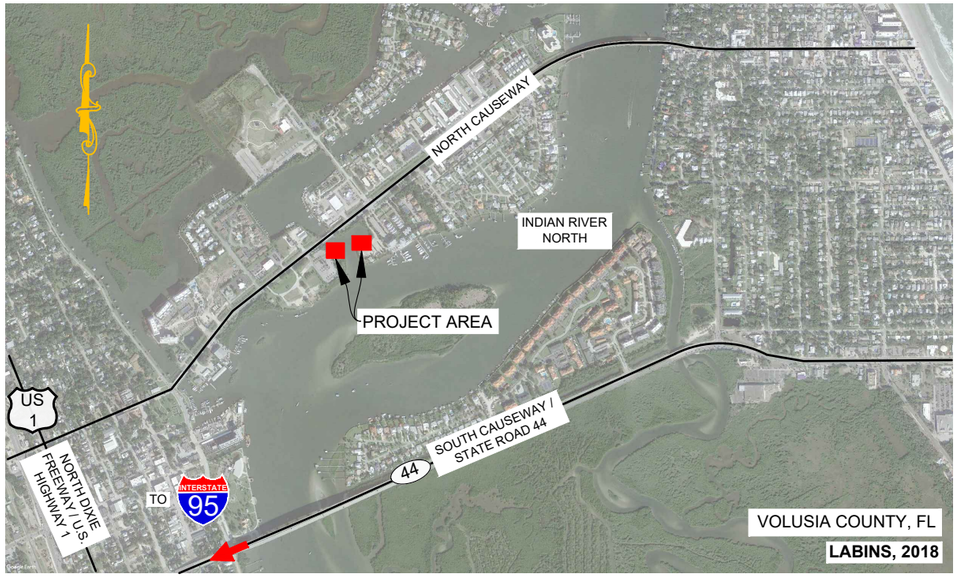


INDEX

SHEET	DESCRIPTION
CVR	INDEX & LOCATION MAP
C-01	EXISTING CONDITIONS
C-02	AERIAL
C-03	DEMOLITION PLAN (WEST)
C-04	DEMOLITION PLAN (EAST)
C-05	DREDGE PLAN
C-06	DREDGE ROUTE
C-07	DREDGED MATERIAL PLACEMENT SITE
C-08	SITE PLAN (WEST)
C-09	SITE PLAN (EAST)
C-10	DOCK A - PLAN
C-11	DOCK A - DETAILS
C-12	DOCK B - PLAN
C-13	DOCK B - DETAILS
C-14	DOCK C - PLAN
C-15	DOCK C - DETAILS
C-16	DOCK D - PLAN
C-17	DOCK D - DETAILS
C-18	TIMBER DOCK A DETAILS
C-19	TIMBER DOCK B DETAILS
C-20	TYPICAL TIMBER DOCK DETAILS
C-21	TYPICAL TIMBER DOCK RAILING DETAILS
C-22	CONCRETE DETAILS
C-23	FLOATING DOCK & GANGWAY DETAILS
C-24	GENERAL NOTES
C-25	GENERAL NOTES
C-26	GENERAL NOTES
C-27	ENVIRONMENTAL NOTES
1 OF 3	SURVEY
2 OF 3	SURVEY
3 OF 3	SURVEY

PROJECT LOCATION MAP

SECTION 17, TOWNSHIP 17 SOUTH, RANGE 34 EAST



170 NORTH CAUSEWAY, NEW SMYRNA BEACH, FL 32169

CITY COMMISSION

FRED CLEVELAND	MAYOR
VALLI PERRINE	VICE MAYOR / ZONE 1
LISA MARTIN	ZONE 2
JASON MCGUIRK	ZONE 3
RANDY HARTMAN	ZONE 4

VERTICAL DATUM HEREIN REFERENCES:
1. TOPOGRAPHIC: NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)
2. HYDROGRAPHIC: MEAN LOW WATER

ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE BELOW PERMITS:
1. FDEP FILE No.:
2. USACE PERMIT No.:

811 Know what's **below.** **Call** before you dig.

NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF RECORD (EOR) OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE DEADLINE FOR BID SUBMITTAL. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ADDENDA	
No.	DATE
R1	2/7/2025

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS.

CURTIS N TODD LICENSE No. 37136 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Curtis N. Todd
Date: 2025.02.10 17:04:19 -05'00'

CURTIS N. TODD
FLORIDA LICENSE No.

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

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WEST: EXISTING BOAT RAMP TO REMAIN DMC, JULY 2023



WEST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



WEST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



EAST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023



EAST: EXISTING BOAT RAMP TO REMAIN DMC, JULY 2023



EAST: EXISTING FIXED DOCK TO BE REMOVED AND REPLACED DMC, JULY 2023

DRAWING: EXISTING CONDITIONS
DMC JOB NO. 23-128-11
SHEET NO. C-01
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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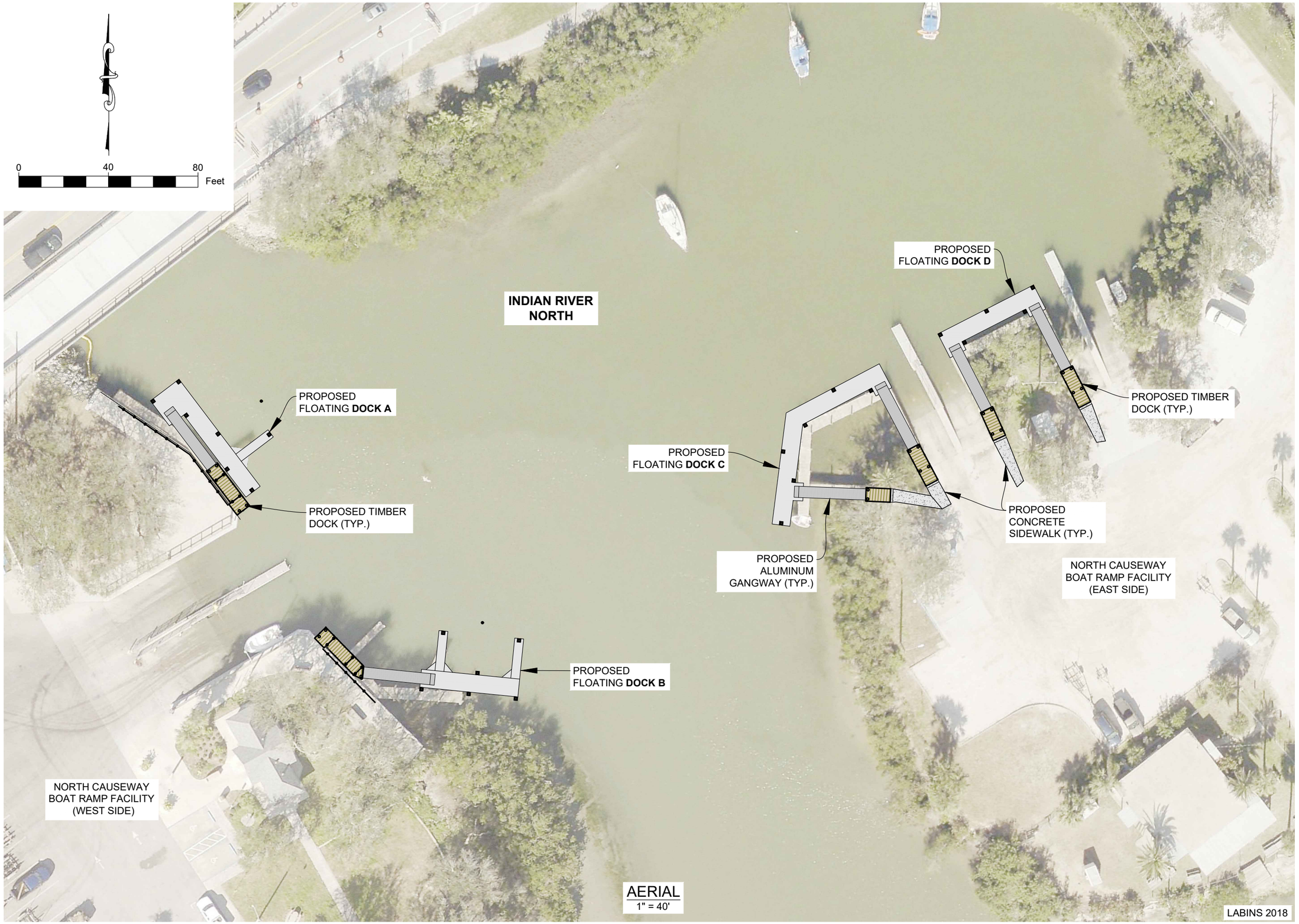

DRAWING: AERIAL
DMC JOB NO. 23-128-11
SHEET NO. C-02
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP
FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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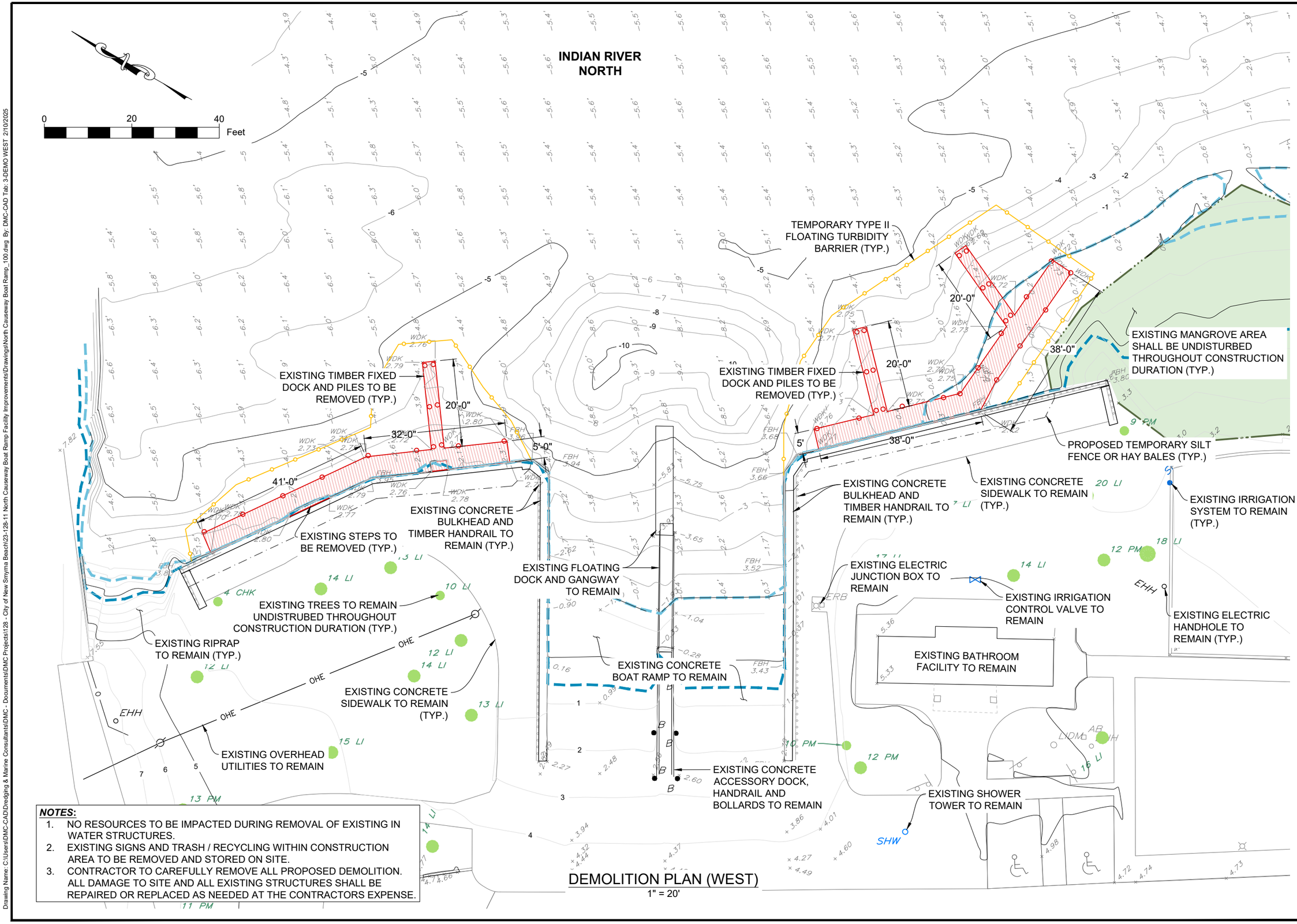

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DEMOLITION PLAN (WEST)

1" = 20'

DRAWING: DEMOLITION PLAN (WEST)
DMC JOB NO. 23-128-11
SHEET NO. C-03
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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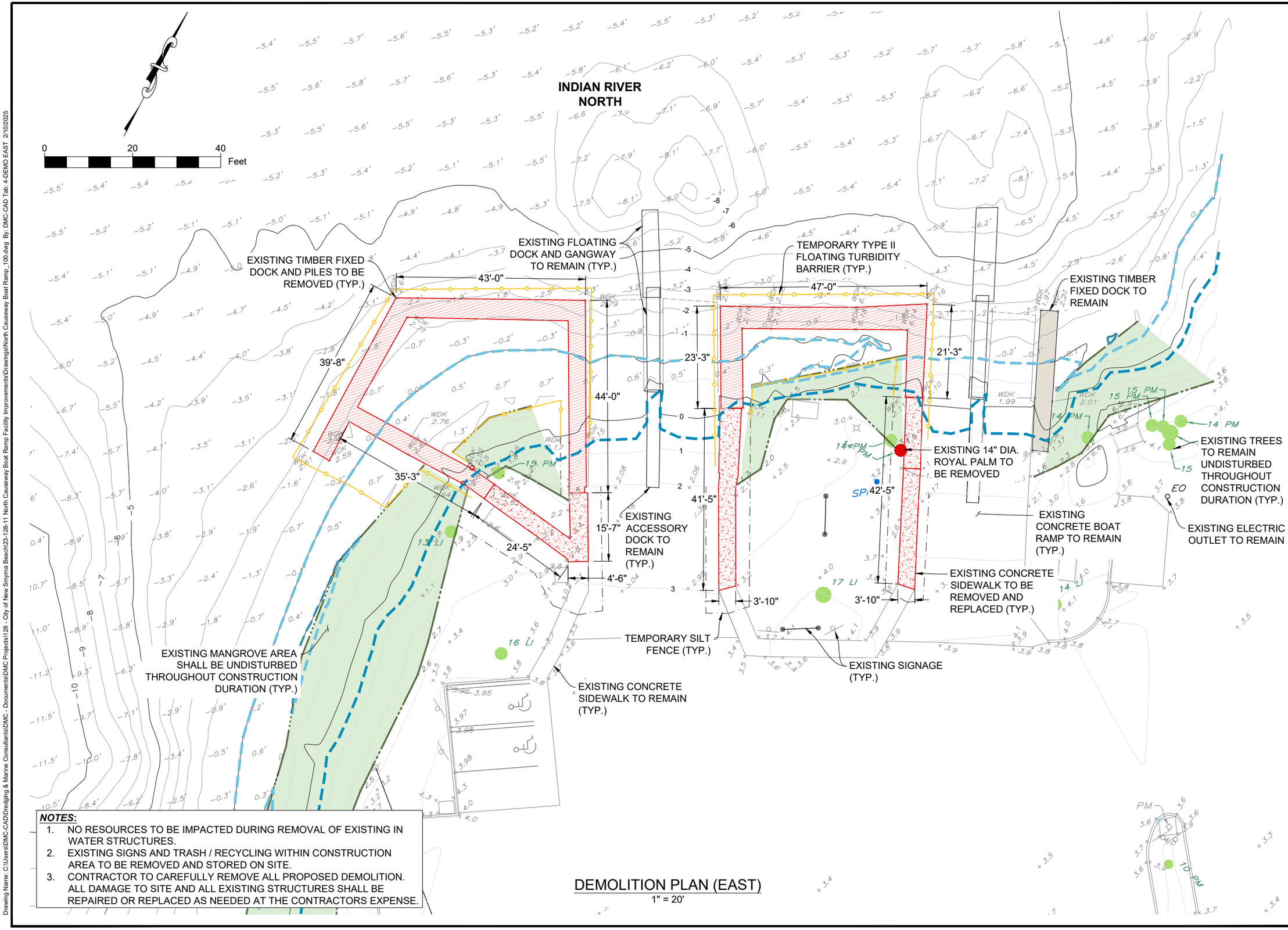

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DEMOLITION PLAN (EAST)

1" = 20'

DRAWING: DEMOLITION PLAN (EAST)
DMC JOB NO. 23-128-11
SHEET NO. C-04
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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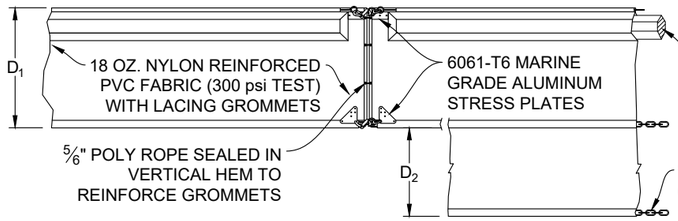
NOTES:
D_1= 5'-0" STD. (SINGLE PANEL FOR DEPTHS 5'-0" OR LESS)
D_2= 5'-0" STD. (ADDITIONAL PANEL FOR DEPTHS > 5'-0")

TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.



LEGEND:

PROPOSED DREDGE AREA = 0.19 AC
VOLUME UP TO 440± CY

NOT REQUIRED TO DREDGE

FDOT TYPE II FLOATING TURBIDITY BARRIER STATE OF FLORIDA EROSION & SEDIMENT CONTROL MANUAL

N.T.S.

0 30 60 Feet

INDIAN RIVER NORTH

LATITUDE = (+)29.03242683
LONGITUDE = (-)80.91649846

LATITUDE = (+) 29.03248535
LONGITUDE= (-) 80.91641172

35'-0"

68'-10"

LATITUDE = (+)29.03233419
LONGITUDE = (-)80.91628189

PROPOSED DREDGE AREA TO EL.=(-)5.0 MLW (TYP.)

LATITUDE = (+)29.03227566
LONGITUDE = (-)80.91636861

PROPOSED MECHANICAL DREDGE BARGE SURROUNDED BY TYPE II FLOATING TURBIDITY BARRIER

LATITUDE = (+)29.03214370
LONGITUDE = (-)80.91612924

54'-0"

LATITUDE = (+)29.03212887
LONGITUDE = (-)80.91596111

36'-0"

TEMPORARY TYPE II FLOATING TURBIDITY BARRIER (TYP.)

NORTH CAUSEWAY BOAT RAMP FACILITY (WEST SIDE)

LATITUDE = (+)29.03204519
LONGITUDE = (-)80.91614049

LATITUDE = (+)29.03203036
LONGITUDE = (-)80.91597236

10'-0" BUFFER FROM MANGROVES (TYP.)

LATITUDE = (+)29.03241515
LONGITUDE = (-)80.91564607

61'-3"

LATITUDE = (+)29.03224805
LONGITUDE = (-)80.91567025

29'-0"

10'-0" BUFFER FROM MANGROVES (TYP.)

LATITUDE = (+)29.03256849
LONGITUDE = (-)80.91527575

48'-0"

24'-6"

LATITUDE = (+)29.03250986
LONGITUDE = (-)80.91541034

LATITUDE = (+)29.03248333
LONGITUDE = (-)80.91549861

53'-3"

LATITUDE = (+)29.03250847,
LONGITUDE = (-)80.91524091

LATITUDE = (+)29.03244984
LONGITUDE = (-)80.91537549

LATITUDE = (+)29.03241275
LONGITUDE = (-)80.91545635

LATITUDE = (+)29.03236390
LONGITUDE = (-)80.91556201

LATITUDE = (+)29.03223799
LONGITUDE = (-)80.91558023

NORTH CAUSEWAY BOAT RAMP FACILITY (EAST SIDE)

EXISTING MANGROVE AREA SHALL BE UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

DREDGE PLAN
1" = 30'

NOTES:
1. PROPOSED STRUCTURES NOT SHOWN FOR CLARITY.
2. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
3. CONTRACTOR TO CAREFULLY REMOVE ALL PROPOSED DEMOLITION. ALL DAMAGE TO EXISTING STRUCTURES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

DRAWING: DREDGE PLAN
DMC JOB NO. 23-128-11
SHEET NO. C-05
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

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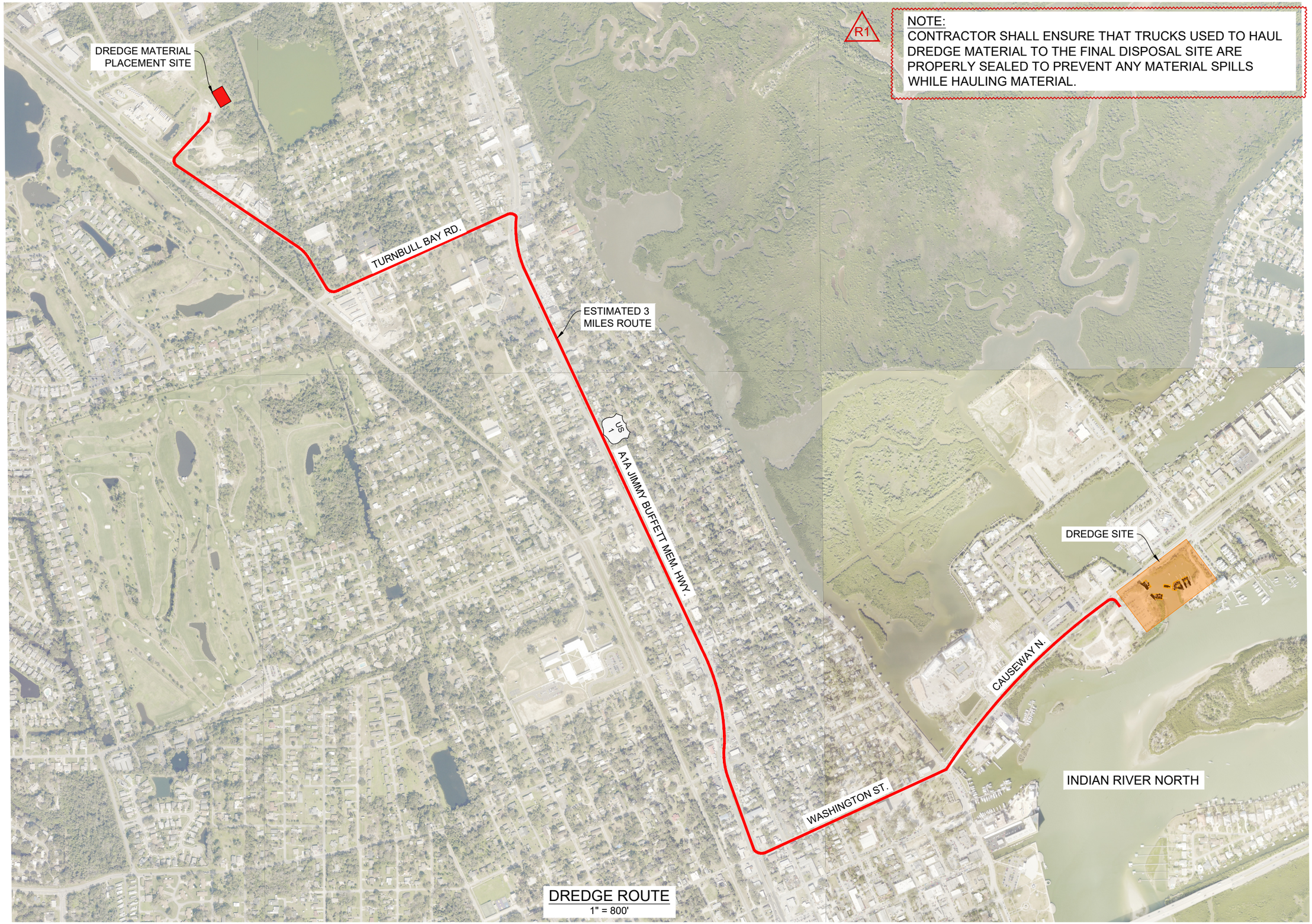

DREDGE ROUTE
1" = 800'

DRAWING: DREDGE ROUTE
DMC JOB NO. 23-128-11
SHEET NO. C-06
DRAWN AS | CAD C3D | CHECKED CT | SCALE AS SHOWN | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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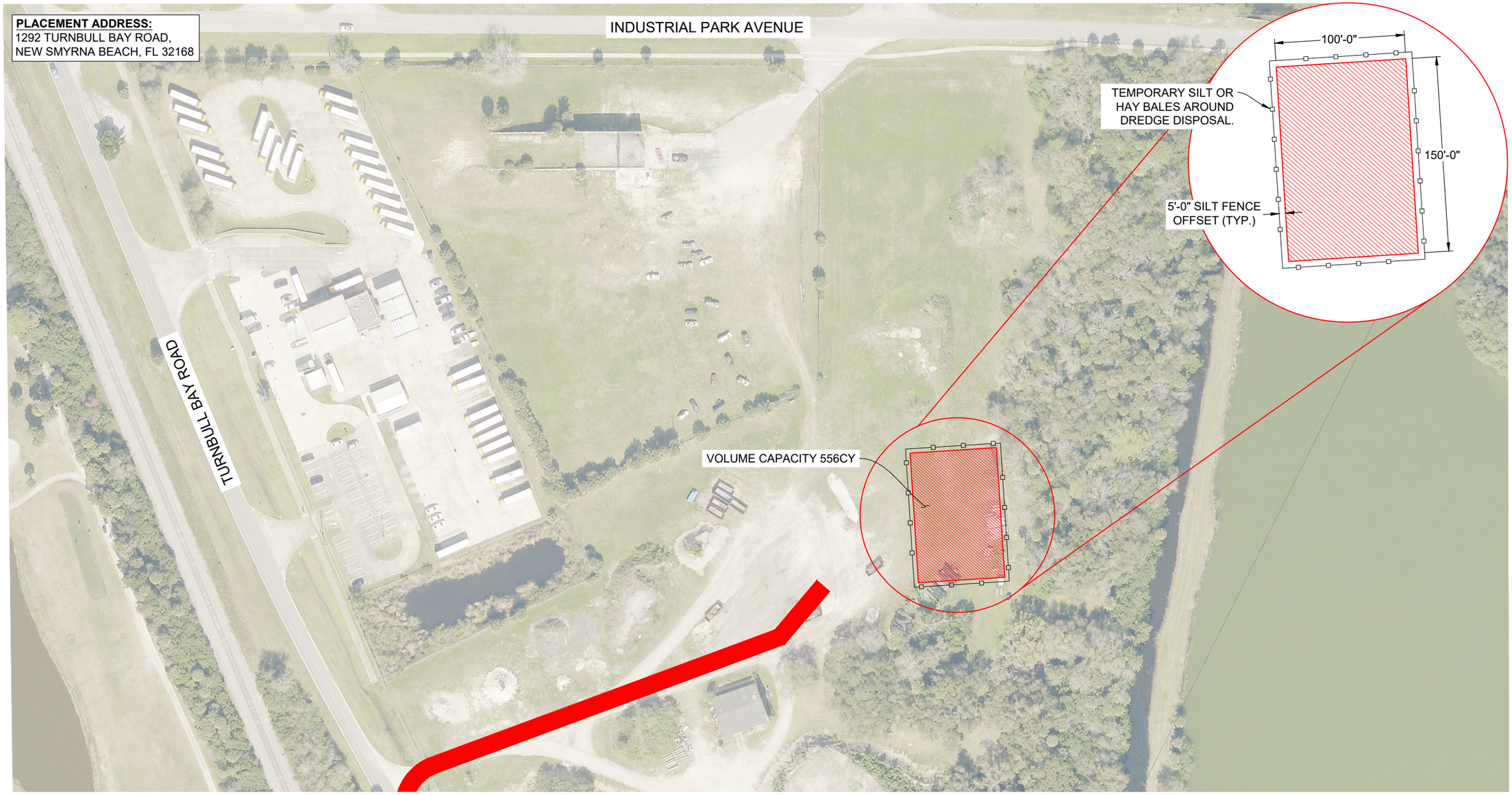
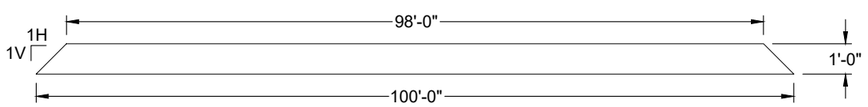
PLACEMENT ADDRESS:
1292 TURNBULL BAY ROAD,
NEW SMYRNA BEACH, FL 32168



DREDGE DISPOSAL PLAN
1" = 60'



BERM CROSS-SECTION
1" = 5'

NOTES:
1. THIS SITE USAGE MAY BE MONITORED BY CITY OF NEW SMYRNA BEACH AND PLACEMENT OF MATERIAL MAY BE SUBJECT TO CHANGE. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PERSONNEL, EQUIPMENT AND ALL SUPPLIES FOR CLEARING AND GRUBBING, PLACEMENT AND GRADING OF MATERIAL, ALL MAINTENANCE OF TRAFFIC, AND HAULING OF ANY UNDESIRABLE MATERIAL OFF SITE. ANY MATERIALS SPILLED SHALL BE CLEARED IMMEDIATELY AT NO COST TO THE CITY. ALL DISTURBED AREAS AND NEW BERM MATERIAL WILL BE TREATED WITH LIME, SEEDED AND MULCHED FOR SEED GERMINATION. CONTRACTOR WILL BE RESPONSIBLE FOR WATERING AS NEEDED. SEED MIX WILL BE 50 LBS/ACRE BAHIA GRASS, 50 LBS/ACRE BERMUDA GRASS, AND 50 LBS/ACRE BROWN TOP.
2. MULCHES SHALL BE DRY PRODUCTS. THE STANDARD APPLICATION RATE OF STRAW/HAY MULCH IS MINIMUM 2.0 TONS/ACRE WITH 80% TO 100% GROUND COVERAGE OF MATERIAL HAVING MINIMUM FIBER LENGTHS OF 6 INCHES TO 8 INCHES. DRY MULCHES MUST BE HELD IN PLACE, USUALLY CRIMPING, WHICH FORCES, OR PUNCHES, FIBERS INTO THE GROUND BY USE OF WEIGHTED DISK.
3. FROM PLACEMENT TO CONSTRUCTION OF BERMS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL USING WATER OR OTHER ACCEPTABLE MEAN UNTIL GRASS COVER IS ESTABLISHED.
4. BALANCE OF DEWATERED DREDGE MATERIAL TO BE PLACED WITHIN BERM AREA ONCE BERM CONSTRUCTION IS COMPLETE. PLACEMENT TO BE PER CITY DIRECTION.
5. ALL VEGETATION TO BE CLEARED AND GRUBBED SHALL BE MULCHED AND STOCKPILED AT SITE.

DRAWING: DREDGED MATERIAL PLACEMENT SITE
DMC JOB NO.: 23-128-11
SHEET NO.: C-07
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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NEW SMYRNA BEACH

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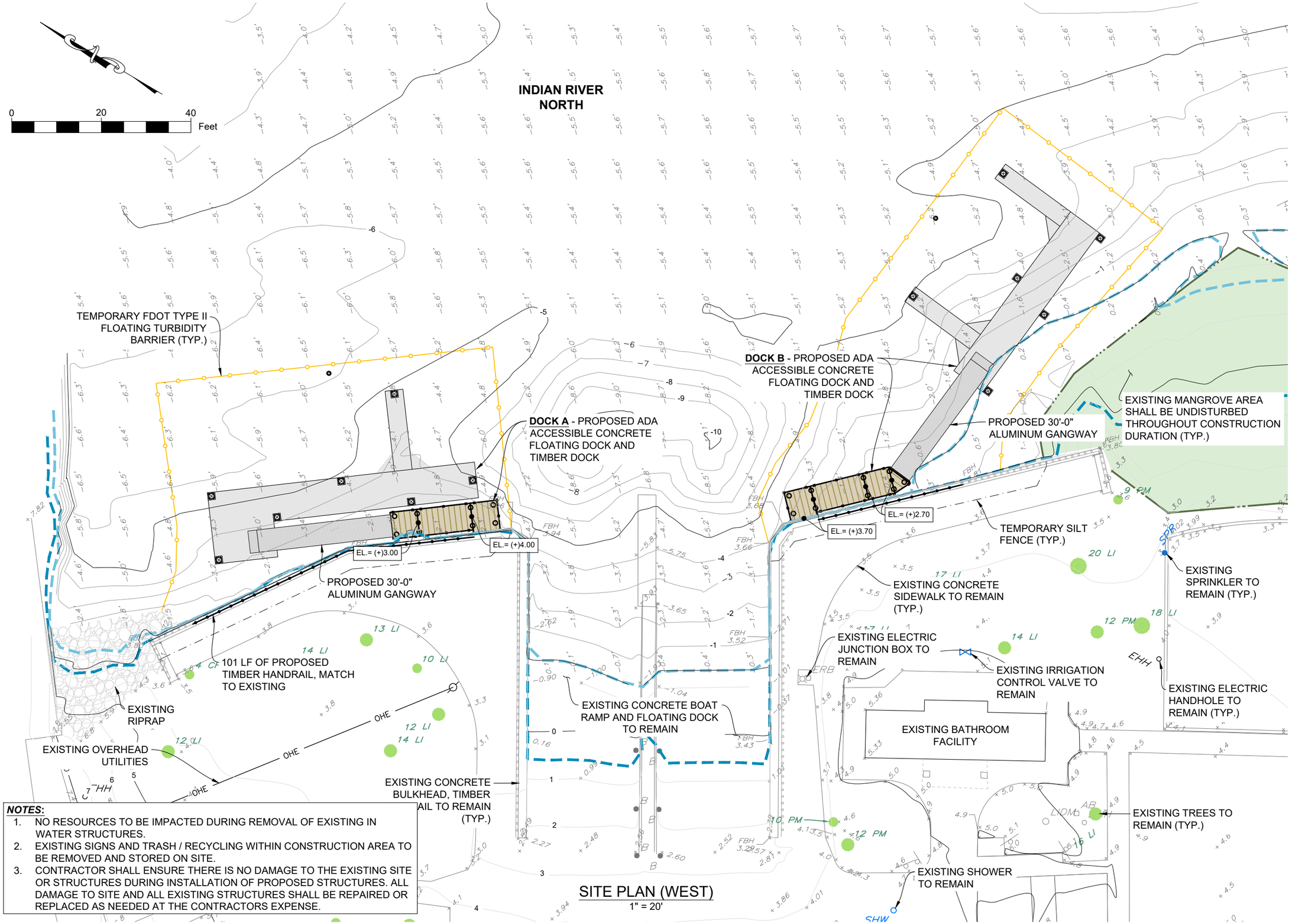

SITE PLAN (WEST)

1" = 20'

NOTES:

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR SHALL ENSURE THERE IS NO DAMAGE TO THE EXISTING SITE OR STRUCTURES DURING INSTALLATION OF PROPOSED STRUCTURES. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

DRAWING: SITE PLAN (WEST)
DMC JOB NO. 23-128-11
SHEET NO. C-08
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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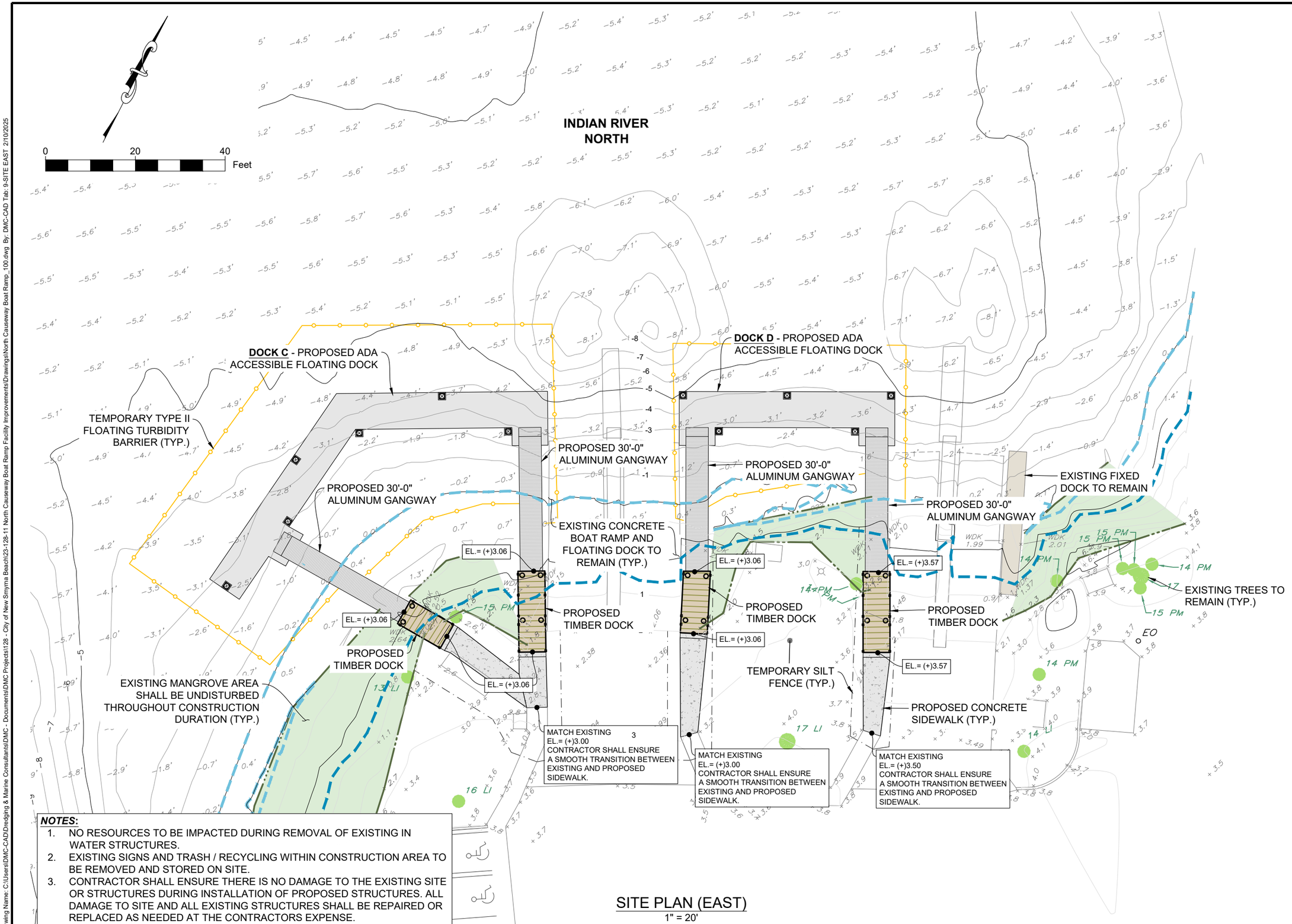
NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 8-SITE WEST 2/10/2025



***NOTES*:**

1. NO RESOURCES TO BE IMPACTED DURING REMOVAL OF EXISTING IN WATER STRUCTURES.
2. EXISTING SIGNS AND TRASH / RECYCLING WITHIN CONSTRUCTION AREA TO BE REMOVED AND STORED ON SITE.
3. CONTRACTOR SHALL ENSURE THERE IS NO DAMAGE TO THE EXISTING SITE OR STRUCTURES DURING INSTALLATION OF PROPOSED STRUCTURES. ALL DAMAGE TO SITE AND ALL EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED AS NEEDED AT THE CONTRACTORS EXPENSE.

SITE PLAN (EAST)

1" = 20'

DRAWING: SITE PLAN (EAST)
DMC JOB NO. 23-128-11
SHEET NO. C-09
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME:
NORTH CAUSEWAY BOAT RAMP
FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
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Unit 302
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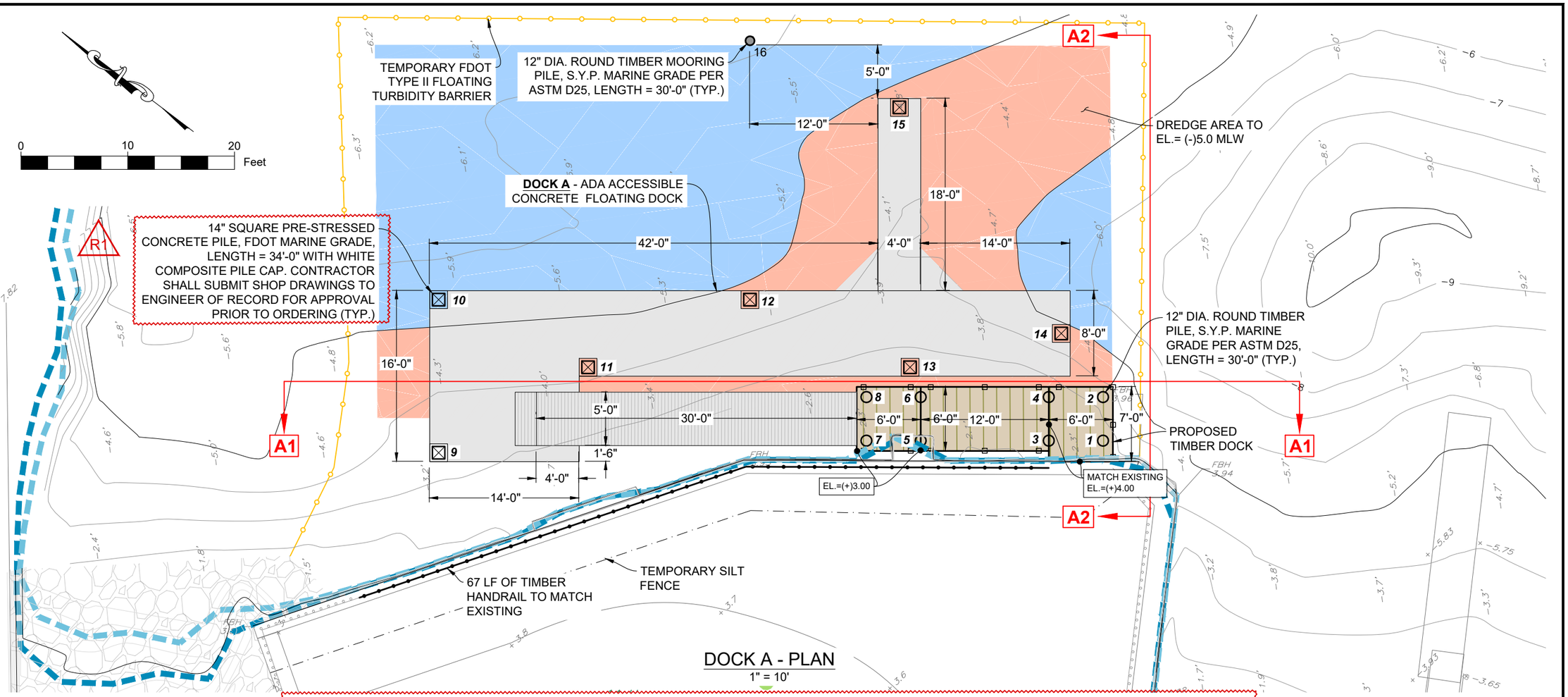
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 9-SITE EAST 2/10/2025

C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg



DOCK A - PLAN

1" = 10'

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03227422	-80.91637539	(+) 3.875	(-) 26.125
○	2	TIMBER	12" DIA.	30'-0"	29.03228100	-80.91636520	(+) 3.875	(-) 26.125
○	3	TIMBER	12" DIA.	30'-0"	29.03228537	-80.91638499	(+) 3.875	(-) 26.125
○	4	TIMBER	12" DIA.	30'-0"	29.03229215	-80.91637480	(+) 3.875	(-) 26.125
○	5	TIMBER	12" DIA.	30'-0"	29.03231169	-80.91640765	(+) 2.875	(-) 25.125
○	6	TIMBER	12" DIA,	30'-0"	29.03231846	-80.91639746	(+) 2.875	(-) 25.125
○	7	TIMBER	12" DIA.	30'-0"	29.03232283	-80.91641725	(+) 2.875	(-) 25.125
○	8	TIMBER	12" DIA.	30'-0"	29.03232961	-80.91640706	(+) 2.875	(-) 25.125
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03240887	-80.91649574	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03243265	-80.91645999	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03239144	-80.91644935	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03236869	-80.91640490	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03232529	-80.91639238	(+) 11.00	(-) 23.00
☒	14	CONCRETE	14" SQUARE	34'-0"	29.03229948	-80.91635773	(+) 11.00	(-) 23.00
☒	15	CONCRETE	14" SQUARE	34'-0"	29.03236787	-80.91633355	(+) 11.00	(-) 23.00
○	16	TIMBER	12" DIA.	30'-0"	29.03240889	-80.91634443	(+) 11.00	(-) 19.00

DRAWING: DOCK A -PLAN
DMC JOB NO. 23-128-11
DRAWN AS | CAD C3D | SHEET NO. C-10
CHECKED CT | SCALE AS SHOWN
APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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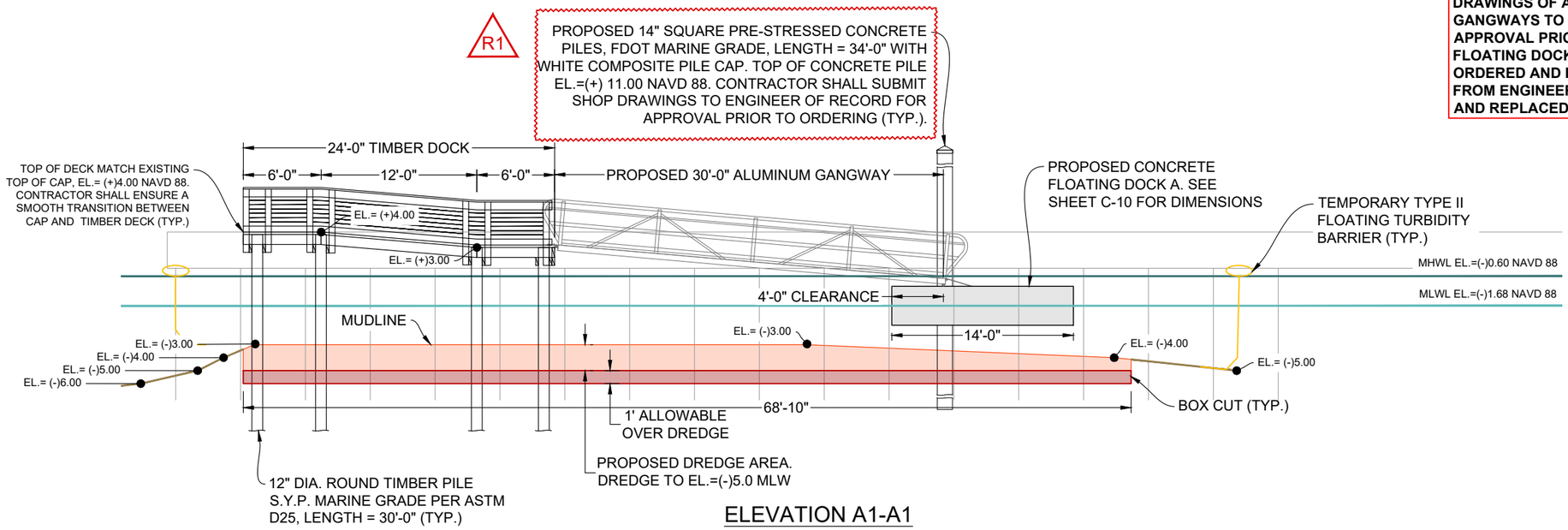
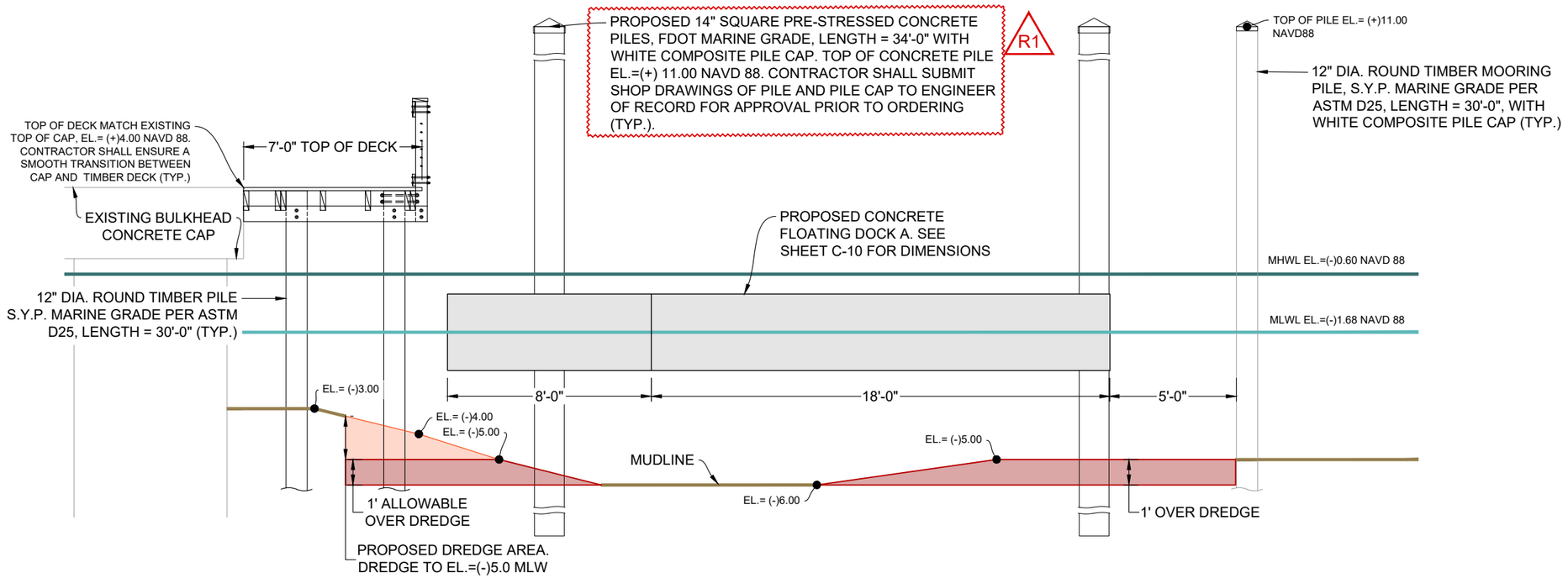
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_ 100.dwg By: DMC-CAD Tab: 10-DOCK A PLAN 2/10/2025

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION A1-A1

1" = 10'



ELEVATION A2-A2

1" = 5'

DRAWING: DOCK A - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-11
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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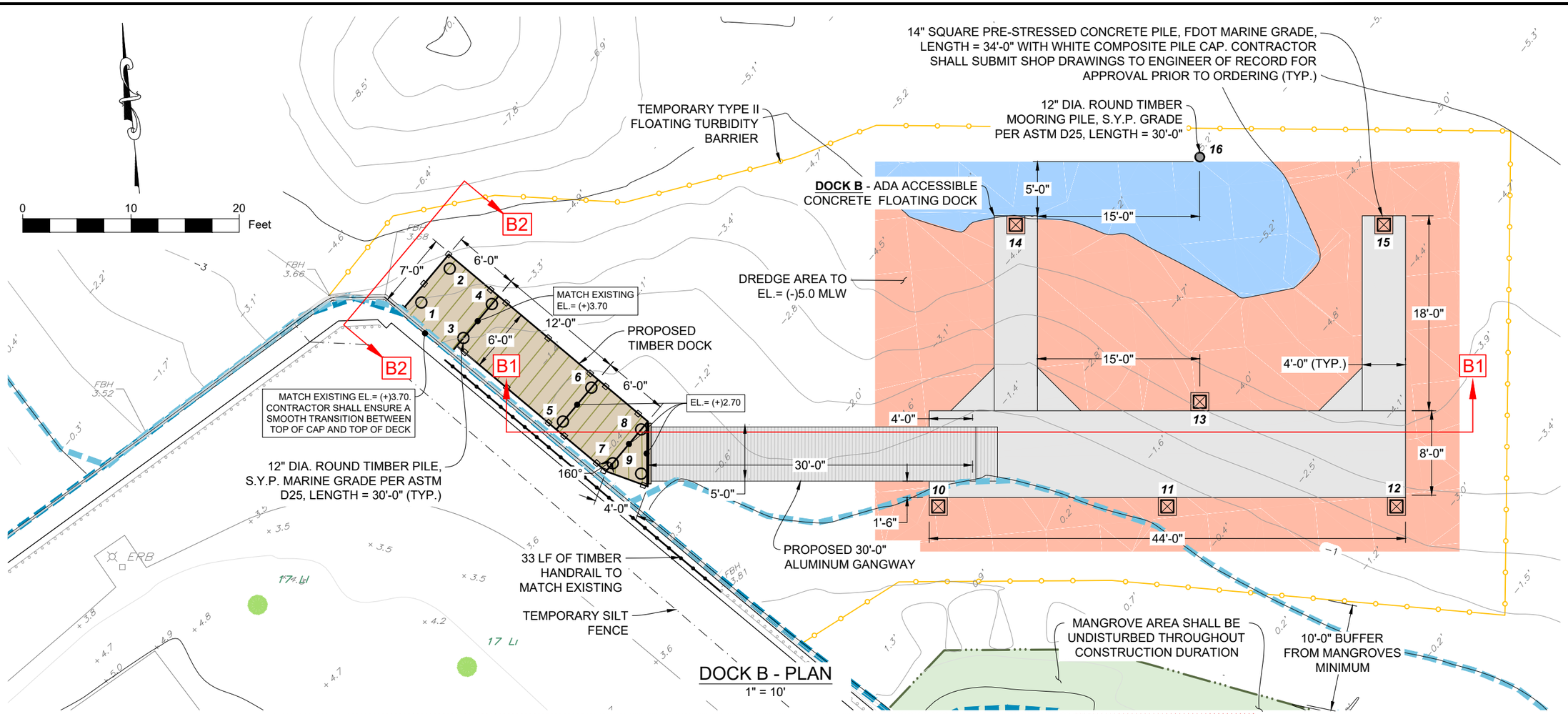
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 11-DOCK A DETAIL 2/10/2025



DOCK B - PLAN
1" = 10'

R1

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03211960	-80.91626382	(+) 3.575	(-) 26.425
○	2	TIMBER	12" DIA.	30'-0"	29.03212743	-80.91625467	(+) 3.575	(-) 26.425
○	3	TIMBER	12" DIA.	30'-0"	29.03210958	-80.91625272	(+) 3.575	(-) 26.425
○	4	TIMBER	12" DIA.	30'-0"	29.03211742	-80.91624357	(+) 3.575	(-) 26.425
○	5	TIMBER	12" DIA.	30'-0"	29.03208595	-80.91622652	(+) 2.575	(-) 27.425
○	6	TIMBER	12" DIA,	30'-0"	29.03209378	-80.91621737	(+) 2.575	(-) 27.425
○	7	TIMBER	12" DIA.	30'-0"	29.03207413	-80.91621342	(+) 2.575	(-) 27.425
○	8	TIMBER	12" DIA.	30'-0"	29.03208196	-80.91620426	(+) 2.575	(-) 27.425
○	9	TIMBER	12" DIA.	30'-0"	29.03207079	-80.91620554	(+) 2.575	(-) 27.425
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03205499	-80.91612103	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03204917	-80.91605512	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03204336	-80.91598922	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03207480	-80.91604276	(+) 11.00	(-) 23.00
☒	14	CONCRETE	14" SQUARE	34'-0"	29.03212417	-80.91609059	(+) 11.00	(-) 23.00
☒	15	CONCRETE	14" SQUARE	34'-0"	29.03211483	-80.91598472	(+) 11.00	(-) 23.00
○	16	TIMBER	12" DIA.	30'-0"	29.03213660	-80.91603570	(+) 11.00	(-) 23.00

DRAWING: DOCK B - PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-12
DRAWN: AS | CAD: C3D | SCALE AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH

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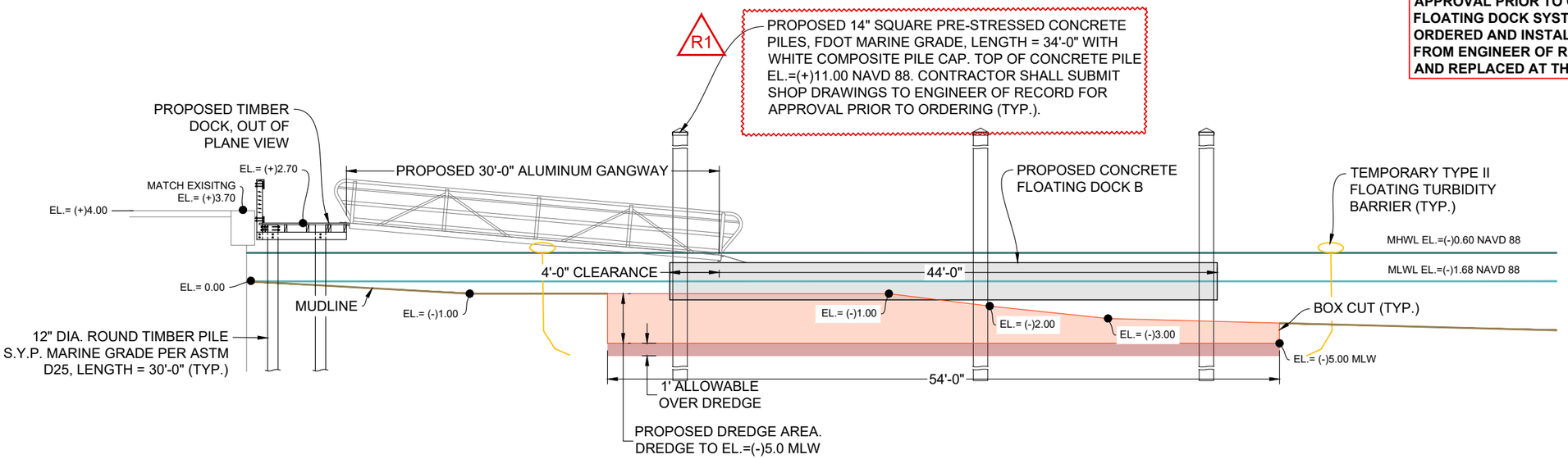
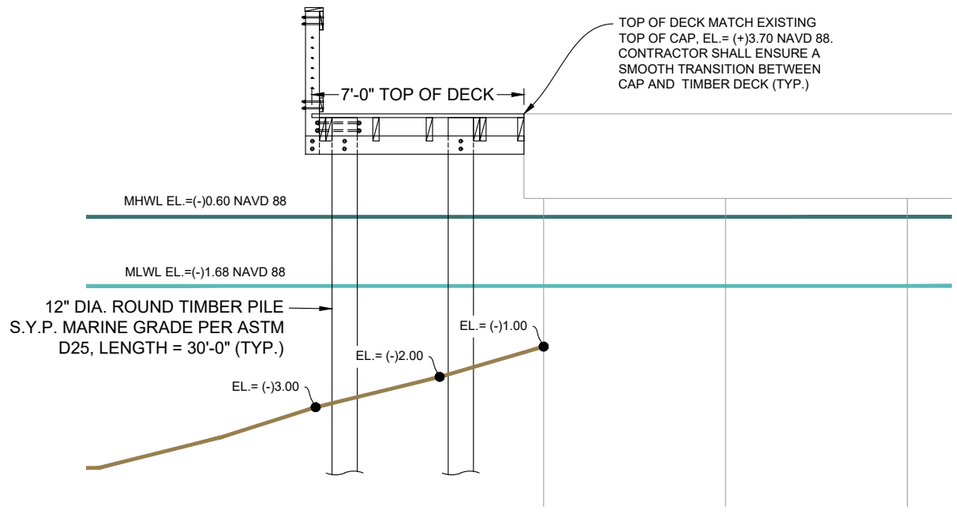
NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION B1-B1

1" = 10'



ELEVATION B2-B2

1" = 5'

DRAWING: DOCK B - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-13
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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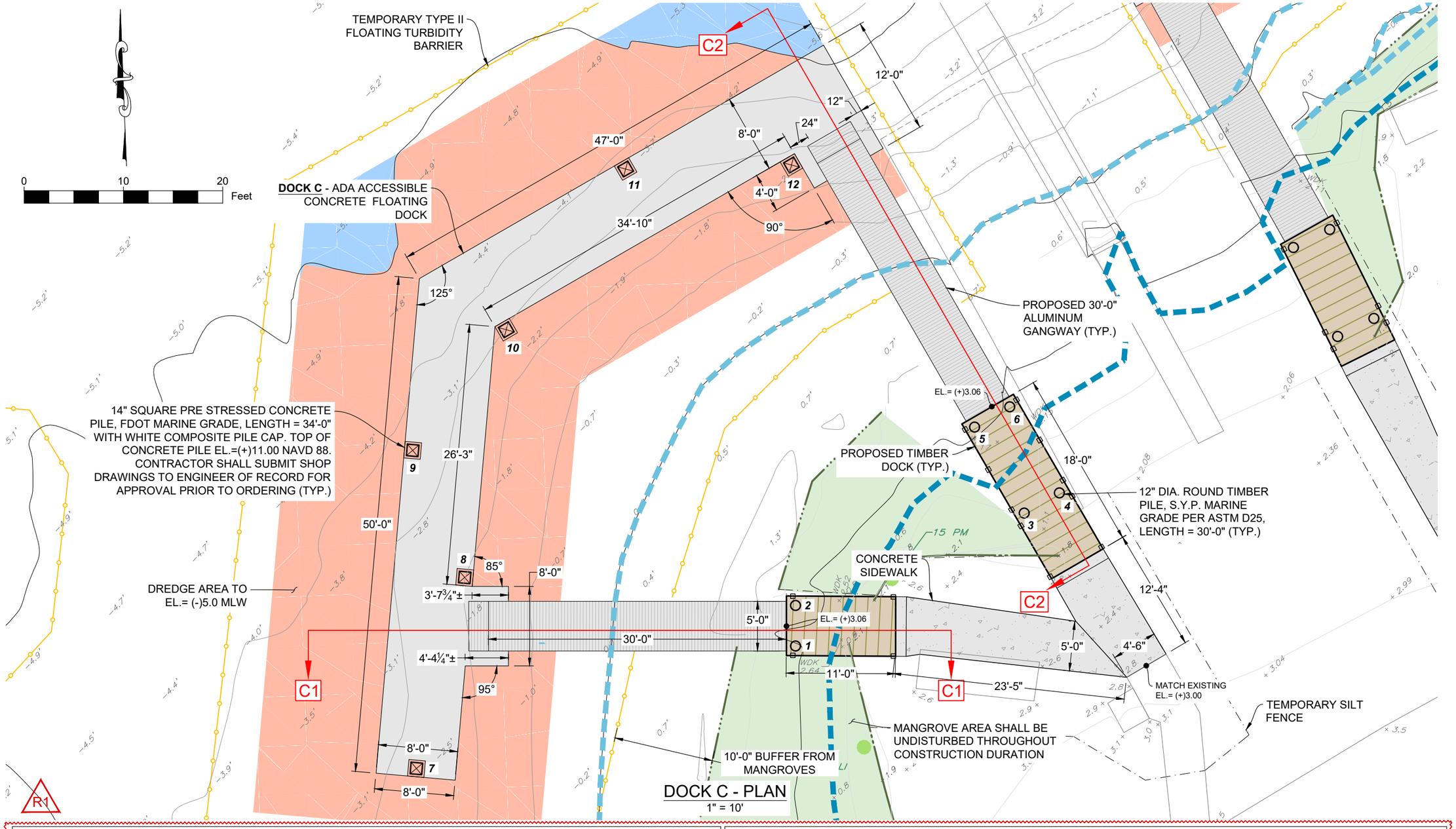
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 13-DOCK B DETAIL 2/10/2025



DOCK C - PLAN
1" = 10'

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03228816	-80.91549737	(+) 2.875	(-) 27.125
○	2	TIMBER	12" DIA.	30'-0"	29.03229938	-80.91549687	(+) 2.875	(-) 27.125
○	3	TIMBER	12" DIA.	30'-0"	29.03232245	-80.91542370	(+) 2.875	(-) 27.125
○	4	TIMBER	12" DIA.	30'-0"	29.03232768	-80.91541239	(+) 2.875	(-) 27.125
○	5	TIMBER	12" DIA.	30'-0"	29.03234679	-80.91543827	(+) 2.875	(-) 27.125
○	6	TIMBER	12" DIA,	30'-0"	29.03235201	-80.91542696	(+) 2.875	(-) 27.125

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
☒	7	CONCRETE	14" SQUARE	34'-0"	29.03225841	-80.91561828	(+) 11.00	(-) 23.00
☒	8	CONCRETE	14" SQUARE	34'-0"	29.03231074	-80.91560072	(+) 11.00	(-) 23.00
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03234647	-80.91561553	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03237884	-80.91558457	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03242200	-80.91554499	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03242131	-80.91549272	(+) 11.00	(-) 23.00

DRAWING: DOCK C - PLAN
DMC JOB NO.: 23-128-11
DRAWN: AS | CAD: C3D | SHEET NO.: C-14
CHECKED: CT | SCALE AS SHOWN
APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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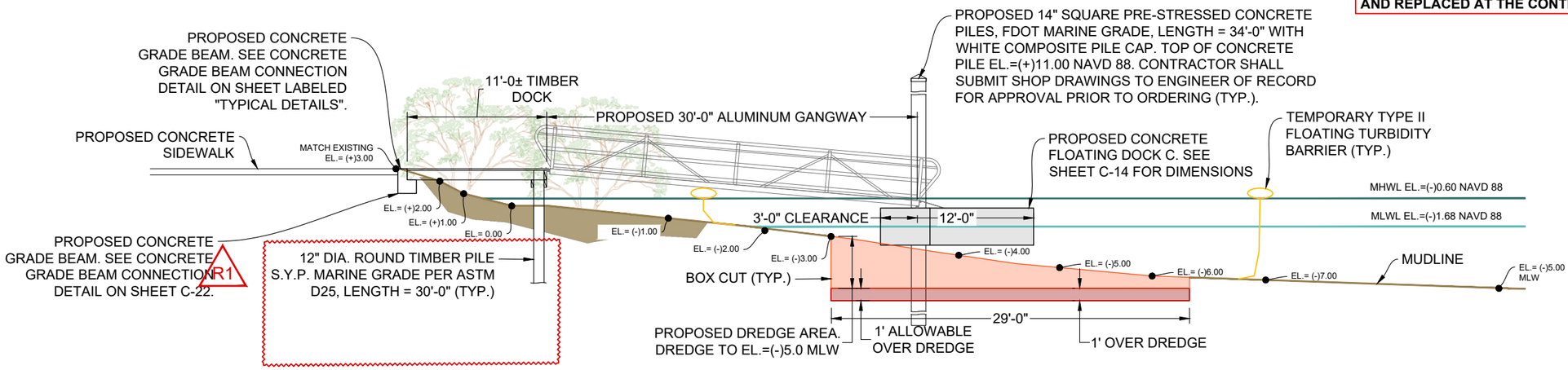
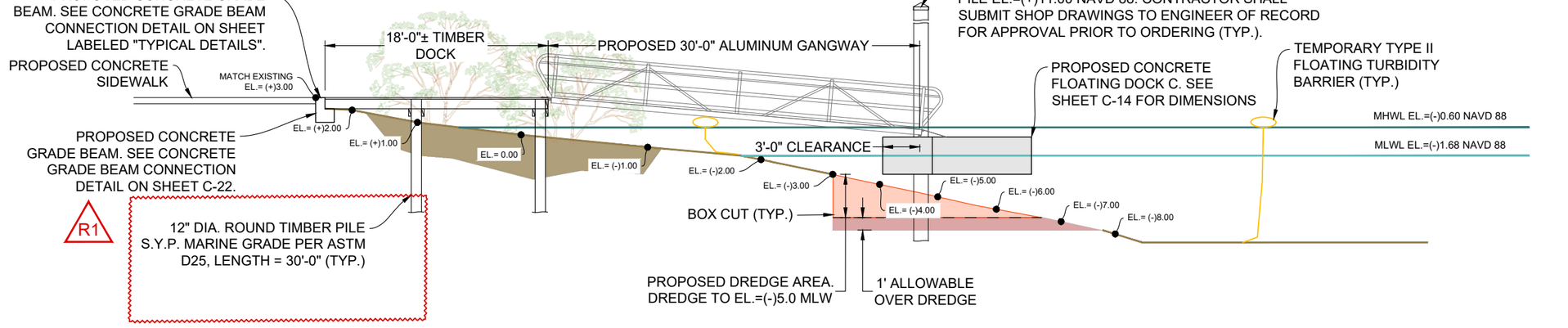
NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION C1-C1

1" = 10'



ELEVATION C2-C2

1" = 10'

DRAWING: DOCK C - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-15
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 15-DOCK C DETAIL 2/10/2025

TEMPORARY TYPE II FLOATING TURBIDITY BARRIER

DREDGE AREA TO EL.= (-)5.0 MLW

D1

D2

R1

14" SQUARE PRE STRESSED CONCRETE PILE, FDOT MARINE GRADE, LENGTH = 34'-0" WITH WHITE COMPOSITE PILE CAP. TOP OF CONCRETE PILE EL.=(+)11.00 NAVD 88. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING (TYP.)

DOCK D - ADA ACCESSIBLE CONCRETE FLOATING DOCK

48'-0"

8'-0"

8'-0"

12'-0"

32'-0"

2'-0"

1'-0"

2'-0" OVERHANG MIN. (TYP.)

10'-0" BUFFER FROM MANGROVES

30'-0"

5'-0"

PROPOSED 30'-0" ALUMINUM GANGWAY

MANGROVE AREA SHALL BE UNDISTURBED THROUGHOUT CONSTRUCTION DURATION (TYP.)

EL.= (+)3.06

PROPOSED TIMBER DOCK (TYP.)

13'-8½"

6'-0"

TEMPORARY SILT FENCE

23'-6"±

4'-0"

MATCH EXISTING EL.= (+)3.00

EL.= (+)3.57

12" DIA. ROUND TIMBER PILE, S.Y.P. MARINE GRADE PER ASTM D25, LENGTH = 30'-0" (TYP.)

18'-0"

6'-0"

VARIES

17'-8"

CONCRETE SIDEWALK (TYP.)

4'-0"

MATCH EXISTING EL.= (+)3.50

0 10 20 Feet

PILE TABLE

SYMBOL	PILE No.	PILE MATERIAL TYPE	PILE SIZE	LENGTH (FEET)	LATITUDE	LONGITUDE	PILE TOP ELEVATION (FEET) NAVD88	PILE TIP ELEVATION (FEET) NAVD88
○	1	TIMBER	12" DIA.	30'-0"	29.03236793	-80.91532282	(+) 2.875	(-) 27.125
○	2	TIMBER	12" DIA.	30'-0"	29.03237253	-80.91531117	(+) 2.875	(-) 27.125
○	3	TIMBER	12" DIA.	30'-0"	29.03239301	-80.91533565	(+) 2.875	(-) 27.125
○	4	TIMBER	12" DIA.	30'-0"	29.03239762	-80.91532400	(+) 2.875	(-) 27.125
○	5	TIMBER	12" DIA.	30'-0"	29.03241846	-80.91520996	(+) 2.875	(-) 27.125
○	6	TIMBER	12" DIA,	30'-0"	29.03242357	-80.91519858	(+) 2.875	(-) 27.125
○	7	TIMBER	12" DIA.	30'-0"	29.03244296	-80.91522419	(+) 2.875	(-) 27.125
○	8	TIMBER	12" DIA.	30'-0"	29.03244806	-80.91521280	(+) 2.875	(-) 27.125
☒	9	CONCRETE	14" SQUARE	34'-0"	29.03248980	-80.91561828	(+) 11.00	(-) 23.00
☒	10	CONCRETE	14" SQUARE	34'-0"	29.03248020	-80.91536211	(+) 11.00	(-) 23.00
☒	11	CONCRETE	14" SQUARE	34'-0"	29.03251876	-80.91533121	(+) 11.00	(-) 23.00
☒	12	CONCRETE	14" SQUARE	34'-0"	29.03251811	-80.91527755	(+) 11.00	(-) 23.00
☒	13	CONCRETE	14" SQUARE	34'-0"	29.03254770	-80.91526662	(+) 11.00	(-) 23.00

14 PM

17 PM

15 PM

14 LI

EO

WDK 1.37

WDK 1.26

DOCK D - PLAN

1" = 10'

DRAWING: DOCK D - PLAN
DMC JOB NO.: 23-128-11
SHEET NO.: C-16
DRAWN: AS | CAD | C3D
CHECKED: CT | SCALE AS SHOWN
APPROVED: CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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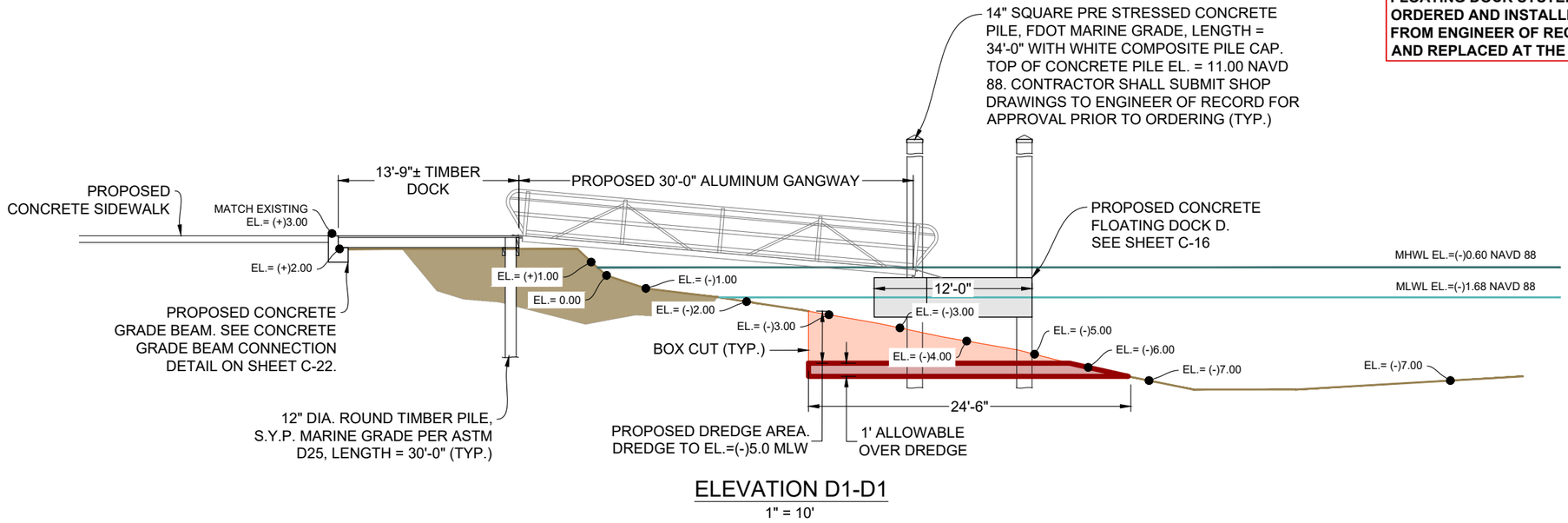
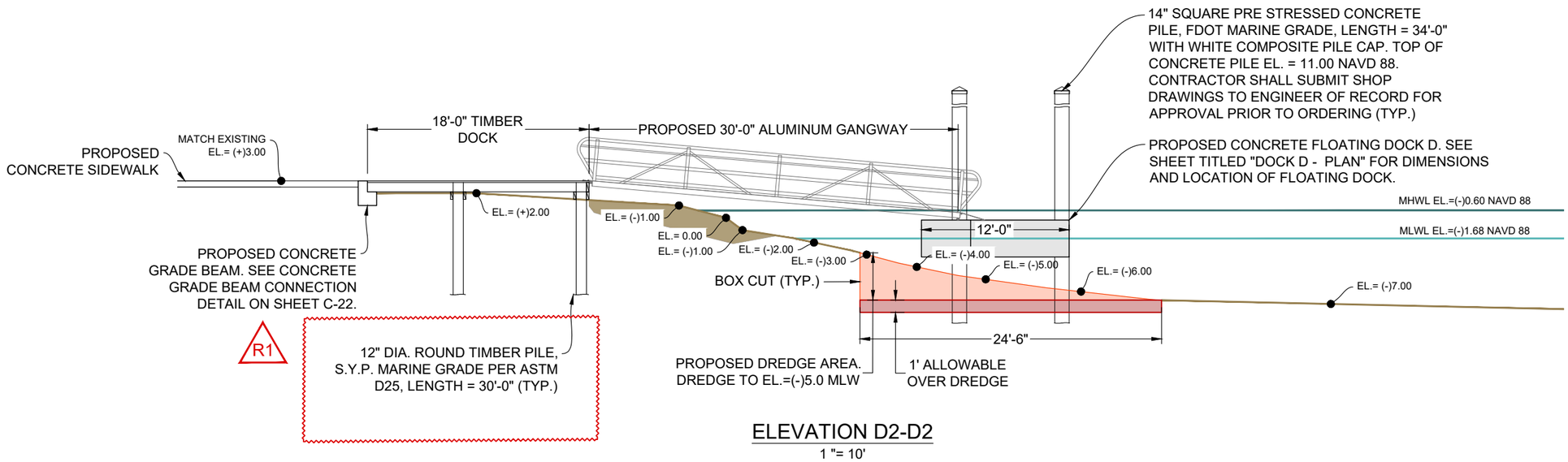
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_ 100.dwg By: DMC-CAD Tab: 16-DOCK D PLAN 2/10/2025

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL FLOATING DOCK SYSTEMS AND GANGWAYS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING FLOATING DOCK SYSTEM. ALL STRUCTURES ORDERED AND INSTALLED WITHOUT APPROVAL FROM ENGINEER OF RECORD SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE.



ELEVATION D1-D1

1" = 10'



ELEVATION D2-D2

1 "= 10'

DRAWING: DOCK D - DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-17
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
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www.dmces.com
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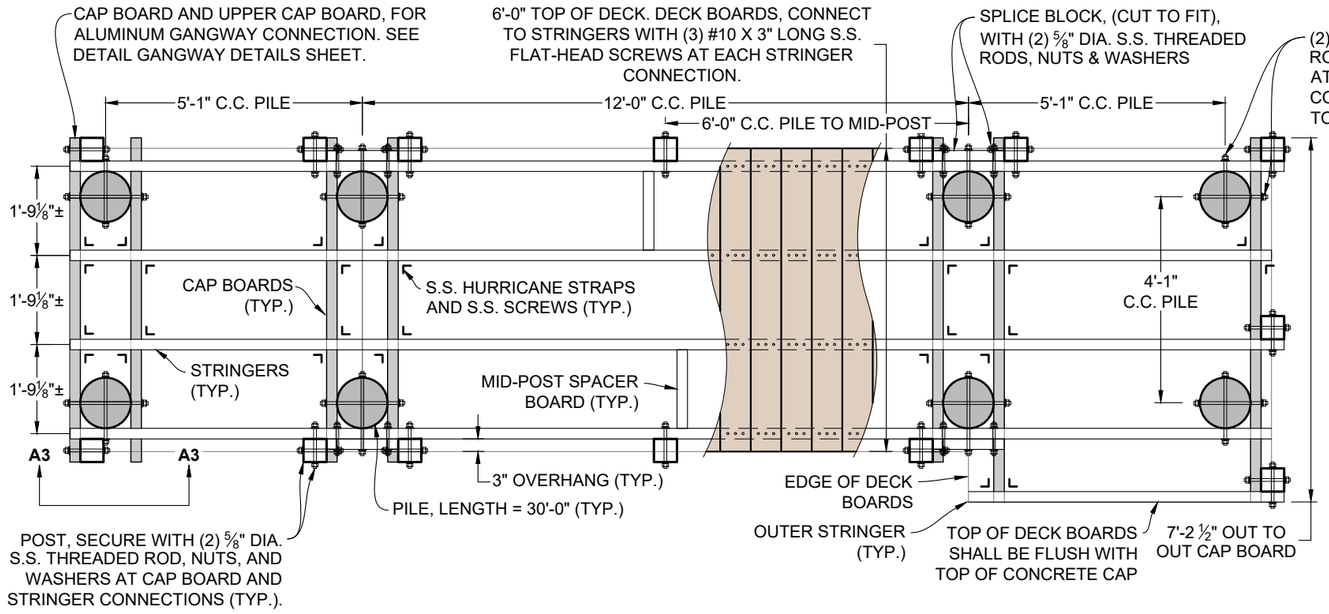
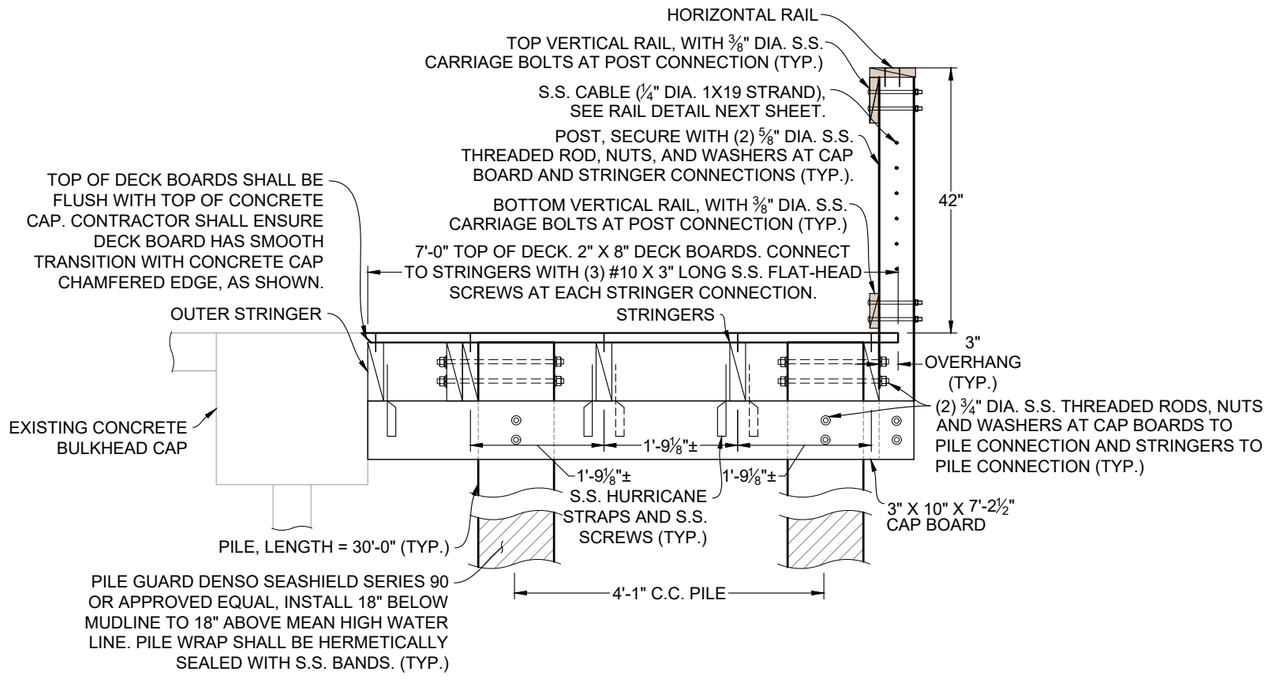
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 17-DOCK D DETAIL 2/10/2025



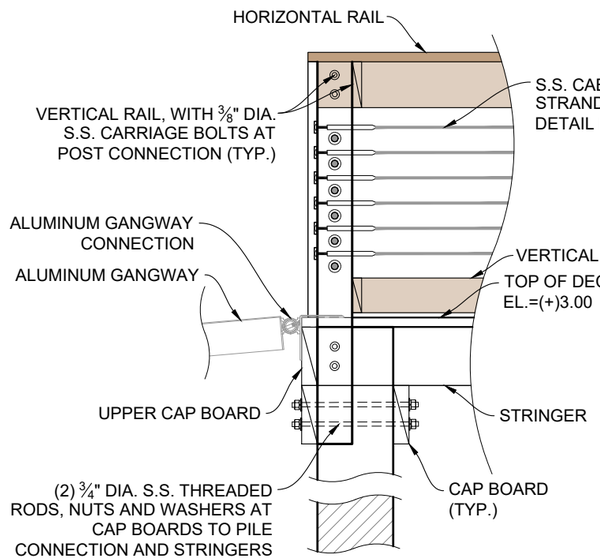
TIMBER DOCK A - PLAN

1" = 3'



TIMBER DOCK A
BULKHEAD CONNECTION - CROSS-SECTION

1" = 3'



TIMBER DOCK A
CROSS-SECTION VIEW A3-A3

1" = 2'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
SPLICE BLOCK	3" X 10"	S.Y.P. No.2 GRADE
MID-POST SPACER BOARD	3" X 10"	S.Y.P. No.2 GRADE
DECK BOARDS	2" X 8"	S.Y.P. No.1 PRIME GRADE
POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TIMBER DOCK A DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-18
DRAWN AS | CAD C3D | CHECKED CT | SCALE AS SHOWN | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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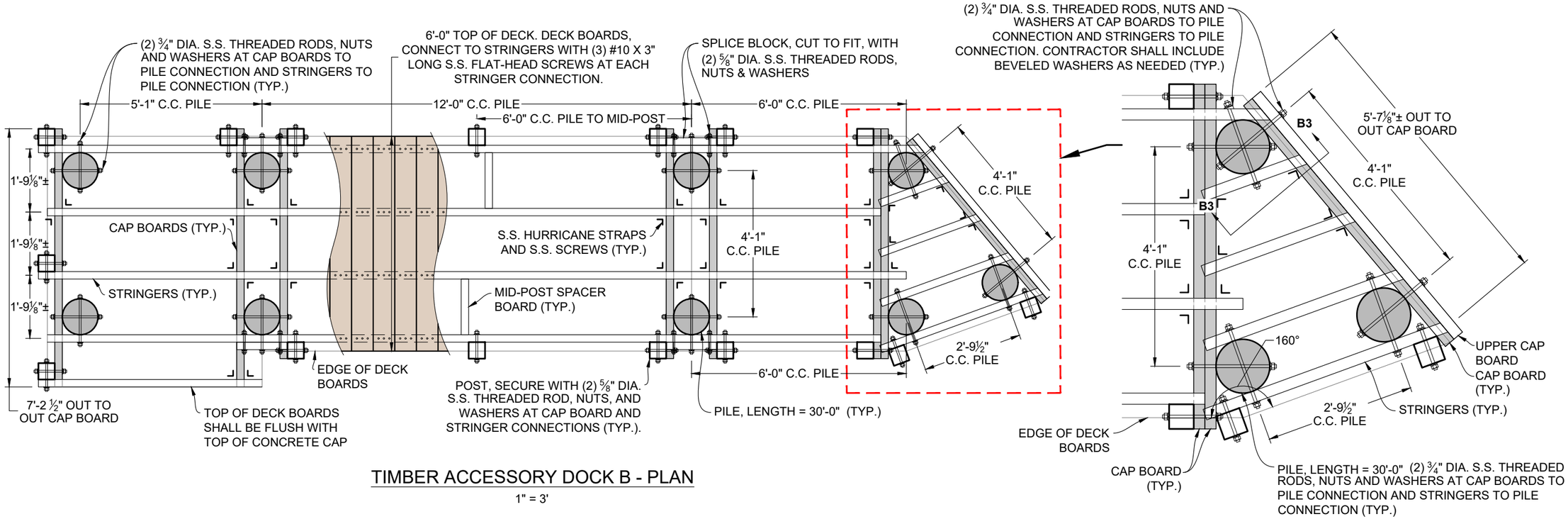
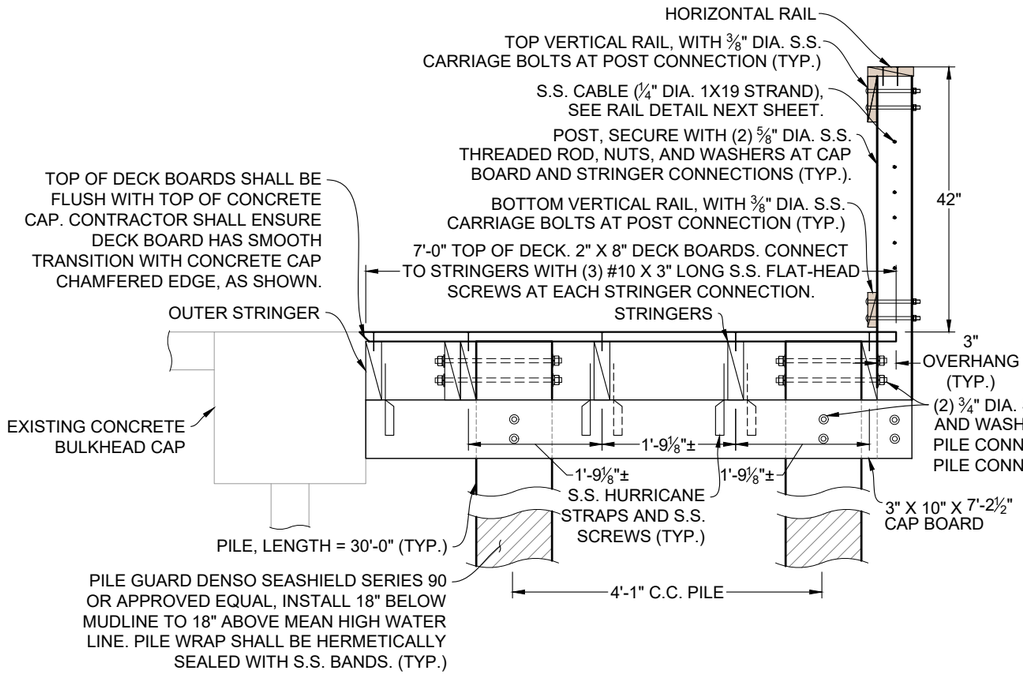
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 18-TIMBER DETAIL A 2/10/2025



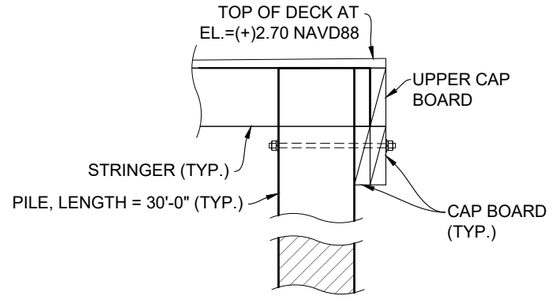
TIMBER ACCESSORY DOCK B - PLAN

1" = 3'



TIMBER DOCK B
BULKHEAD CONNECTION - CROSS-SECTION

1" = 3'



SECTION VIEW B3-B3

1" = 2'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
SPLICE BLOCK	3" X 10"	S.Y.P. No.2 GRADE
MID-POST SPACER BOARD	3" X 10"	S.Y.P. No.2 GRADE
DECK BOARDS	2" X 8"	S.Y.P. No.1 PRIME GRADE
POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TIMBER DOCK B DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-19
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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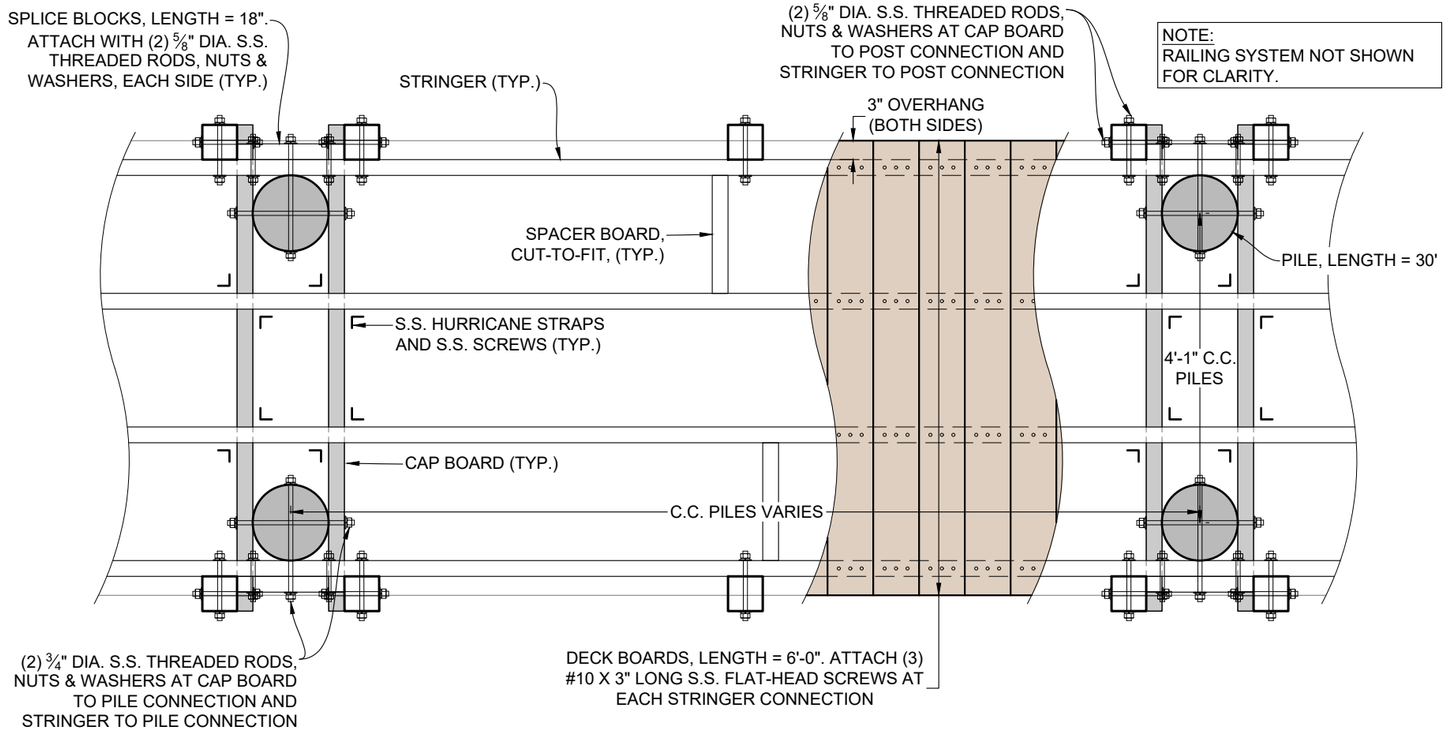
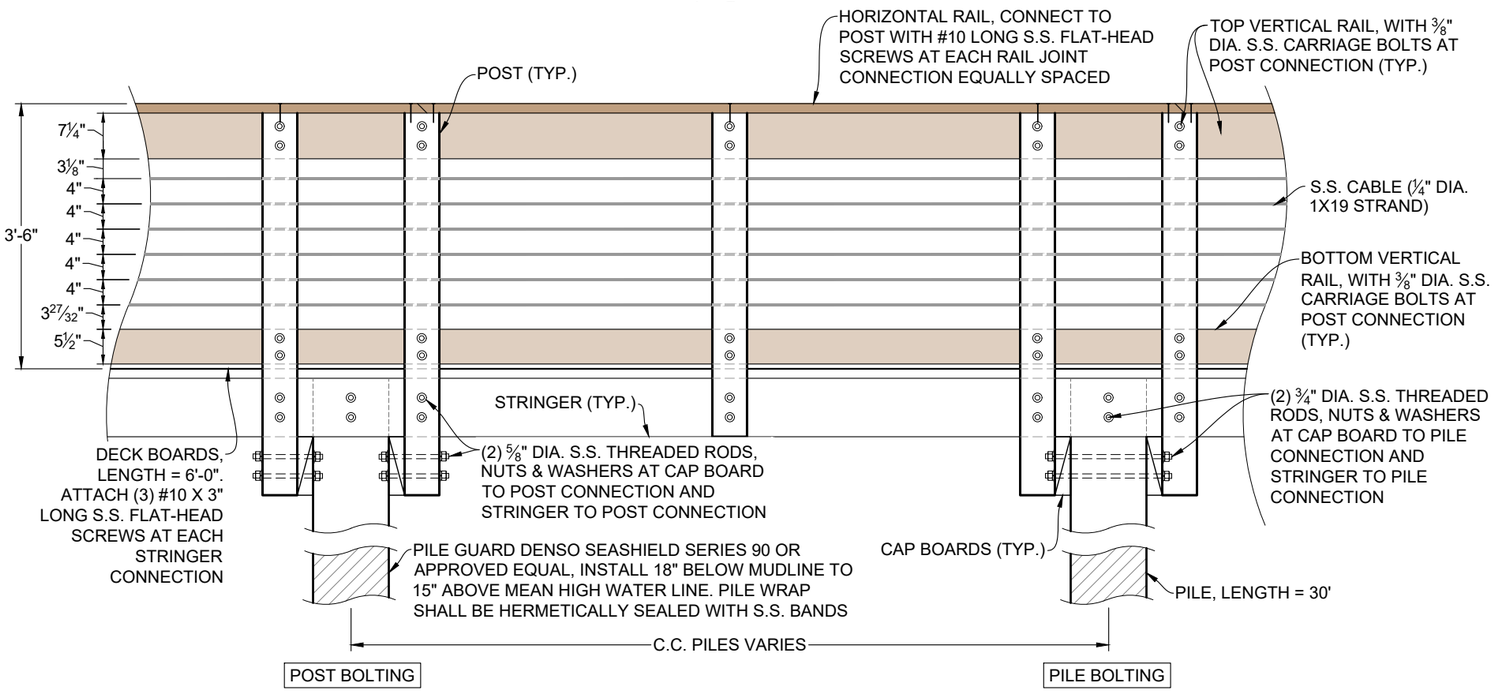
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 19-TIMBER DETAIL B 2/10/2025



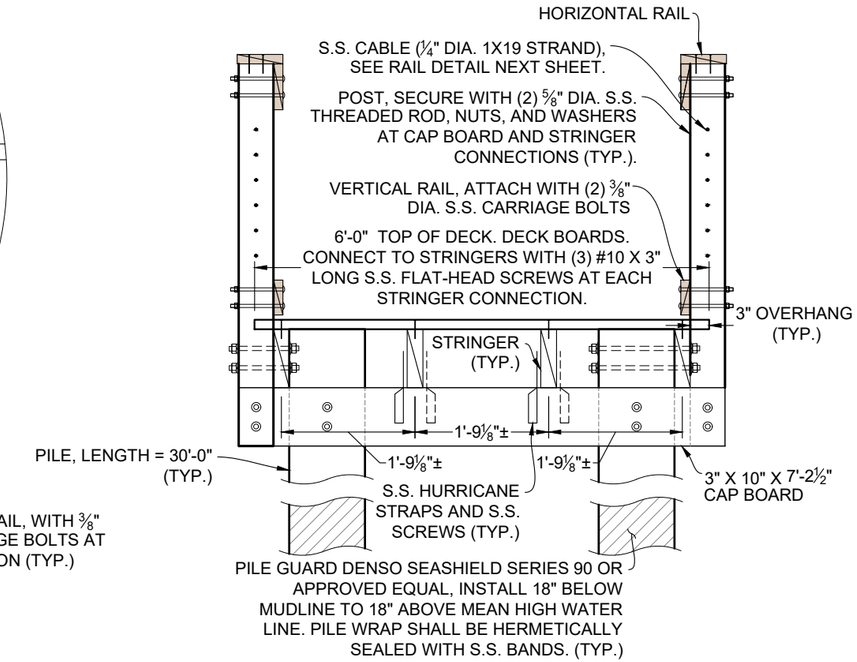
TYPICAL TIMBER DOCK PLAN

1" = 2'



TYPICAL TIMBER DOCK ELEVATION

1" = 2'



TYPICAL TIMBER DOCK CROSS-SECTION

1" = 3'

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
SPLICE BLOCK	3" X 10"	S.Y.P. No.2 GRADE
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POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TYPICAL TIMBER DOCK DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-20
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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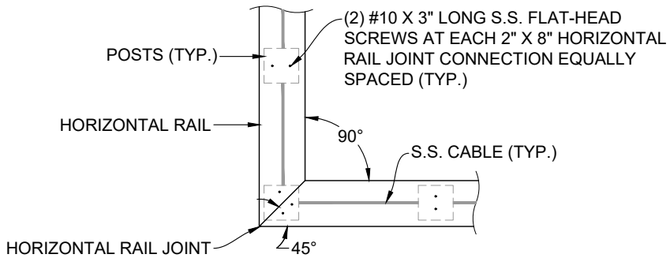
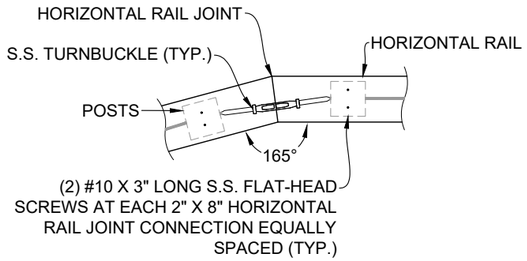
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 20-TIMBER DETAIL TYP 2/10/2025



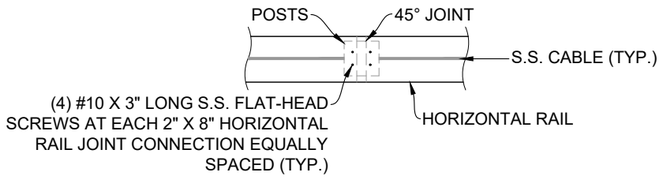
HORIZONTAL RAIL 90° CORNER DETAIL

1" = 2'



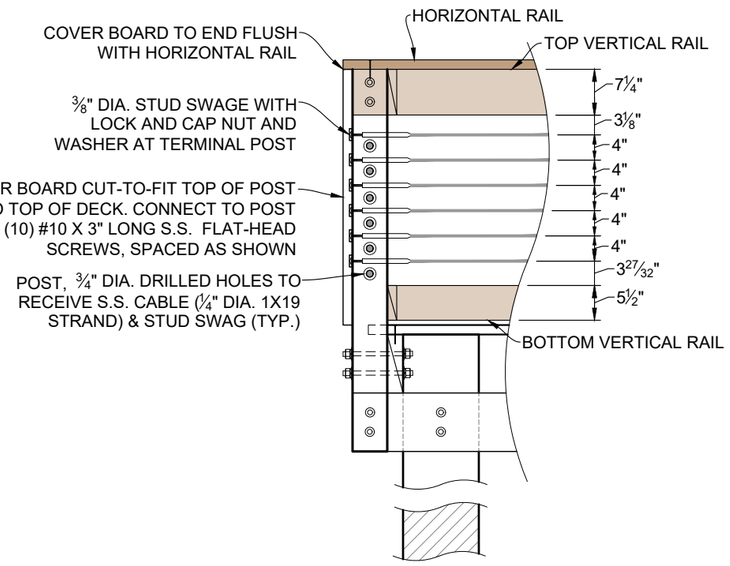
HORIZONTAL RAIL 165° CORNER DETAIL

1" = 2'



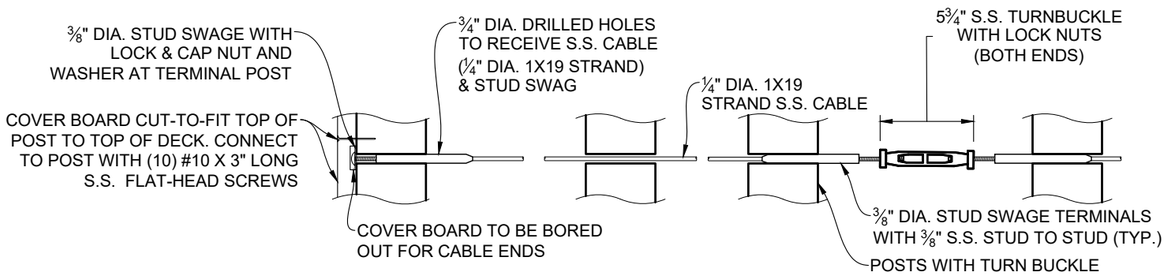
HORIZONTAL RAIL IN-LINE DETAIL

1" = 1'



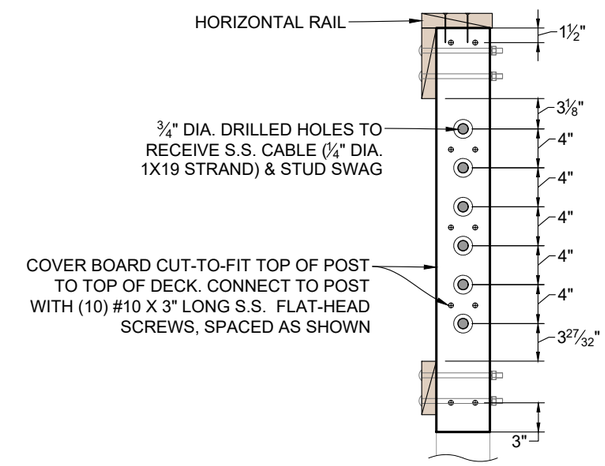
CABLE RAILING DETAIL

1" = 2'



CABLE RAILING ASSEMBLY DETAIL

1" = 1'



COVER BOARD DETAIL

N.T.S.

NOTE: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF PROPOSED STAINLESS STEEL CABLE RAIL SYSTEM TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. ANY COMPONENT OF STAINLESS STEEL CABLE RAIL SYSTEM ORDERED OR INSTALLED WITHOUT APPROVAL OF ENGINEER OF RECORD WILL BE AT THE CONTRACTORS EXPENSE.

SCHEDULE OF MATERIALS

COMPONENT	SIZE	MATERIAL
PILES	12" DIA.	S.Y.P. MARINE GRADE PER ASTM D25
CAP BOARDS	3" X 10"	S.Y.P. No.2 GRADE
UPPER CAP BOARD	3" X 10"	S.Y.P. No.2 GRADE
STRINGERS	3" X 10"	S.Y.P. No.2 GRADE
OUTER STRINGER	3" X 10"	S.Y.P. No.2 GRADE
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DECK BOARDS	2" X 8"	S.Y.P. No.1 PRIME GRADE
POSTS & MID-POSTS	6" X 6"	S.Y.P. No.1 GRADE
HORIZONTAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
TOP VERTICAL RAIL	2" X 8"	S.Y.P. No.1 PRIME GRADE
BOTTOM VERTICAL RAIL	2" X 6"	S.Y.P. No.1 PRIME GRADE
COVER BOARD	2" X 6"	S.Y.P. No.1 PRIME GRADE

DRAWING: TYPICAL TIMBER RAILING DETAILS
DMC JOB NO.: 23-128-11
SHEET NO.: C-21
DRAWN: AS | CAD: C3D | SCALE: AS SHOWN
CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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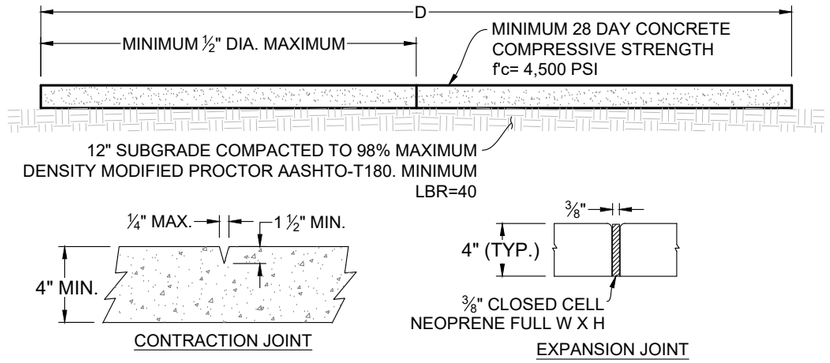
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 21-RAILING DETAIL TYP 2/10/2025

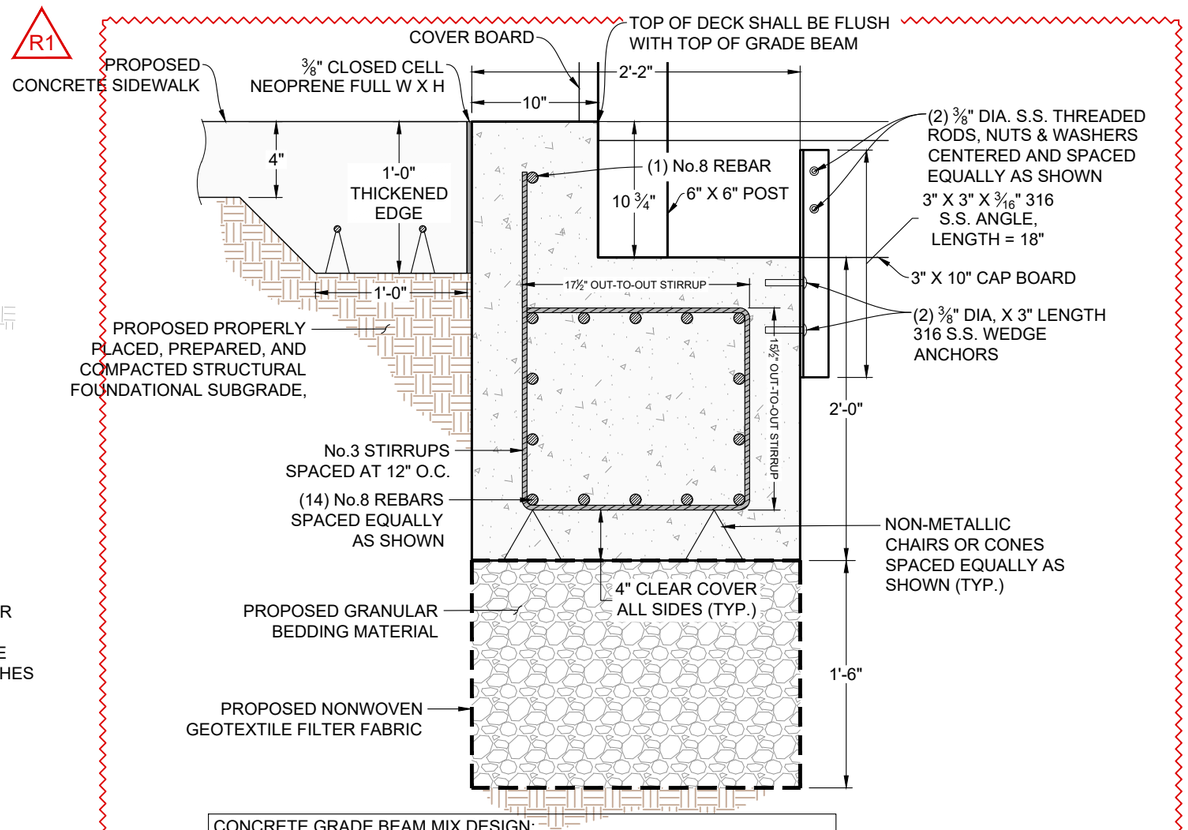


CONCRETE SIDEWALK NOTES:

1. THE BEARING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND AND SOLID. COMPACT TO 98% MODIFIED PROCTOR PER AASHTO T-180. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCHES LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS TO 98% PER AASHTO T-180.
2. MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH f'c = 4,500 PSI.
3. LARGE AND SMALL ANGULAR AGGREGATE. NO PEA GRAVEL.
4. REINFORCED WITH 1.5 LBS. PER CUBIC YARD. FIBERMESH 150 VIRGIN HOMOPOLYMER POLYPROPYLENE MULTIFILAMENT FIBERS CONTAINING NO OLEFIN MATERIALS.
5. 1½" DEEP CONTRACTION JOINTS AS-SHOWN.
6. EXPANSION JOINTS SHALL BE PLACED AS SHOWN ON THE PLANS AND SHALL BE CLOSED-CELL NEOPRENE, FULL W X H
7. OTHER NOTES SEE "GENERAL NOTES - CONCRETE SIDEWALK" SHEET C-26.

SIDEWALK DETAILS

N.T.S.



CONCRETE GRADE BEAM MIX DESIGN:

1. MINIMUM 28 DAY CONCRETE COMPRESSIVE STRENGTH f'c= 6,000 psi
2. WATER-CEMENT RATIO w/c ≤ 0.40
3. 6% MICROSILICA
4. NO PEA GRAVEL

ALL OTHER SPECIFICATIONS, SEE GENERAL NOTE SHEET C-26

NOTE:

1. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS PRIOR TO PLACEMENT OF CONCRETE GRADE BEAM.

GRADE BEAM DETAILS

N.T.S.

DRAWING: CONCRETE DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-22
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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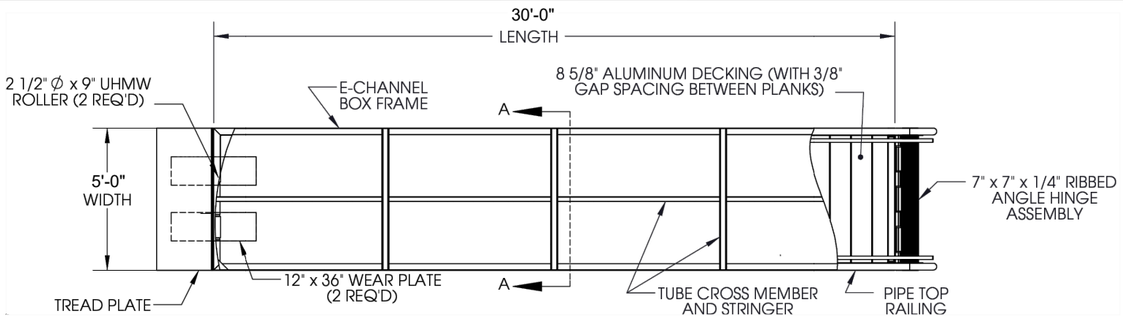
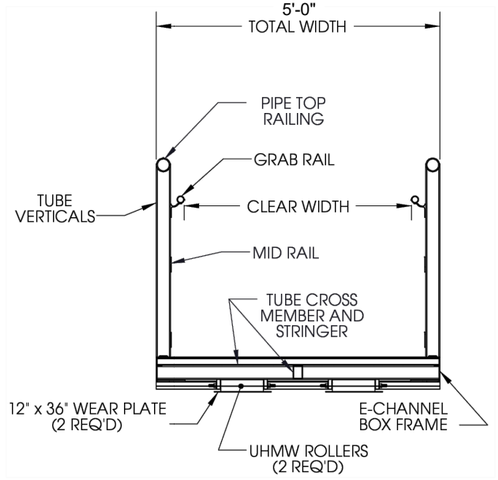
Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 22-SIDEWALK 2/10/2025



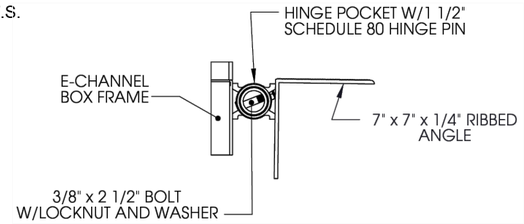
ALUMINUM GANGWAY PLAN

N.T.S.



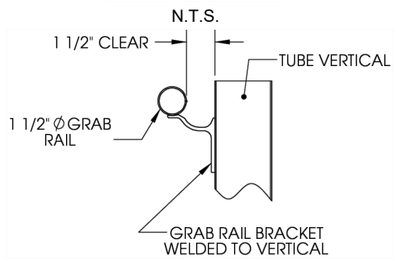
ALUMINUM GANGWAY - CROSS-SECTION A-A

N.T.S.



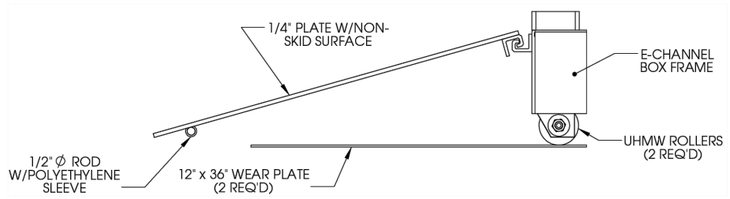
HINGE DETAIL

N.T.S.



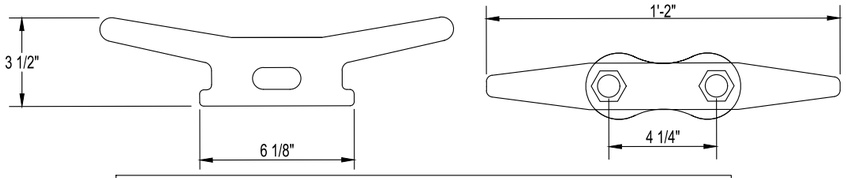
GRAB RAIL DETAIL

N.T.S.



TREAD PLATE DETAIL

N.T.S.

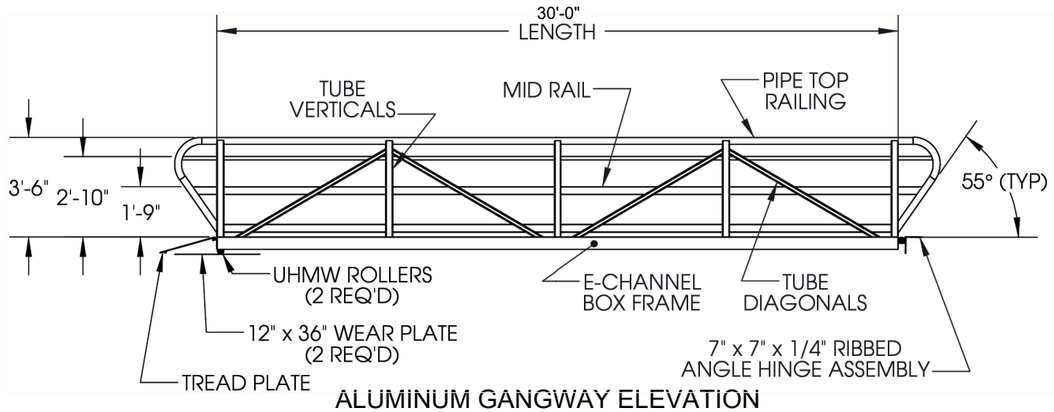


CLEAT NOTES:
1. CLEATS AE INSTALLED ON INSIDE WALER.
2. CLEATS AT THE END SHALL BE INBOARD OF THE LAST THRU-ROD.
3. AVOID LOCATING CLEATS AT FLOAT JOINTS.
4. CLEATS SHALL BE 6" MIN FROM NEAREST WOOD SPLICE.

CLEAT ATTACHMENT DETAIL

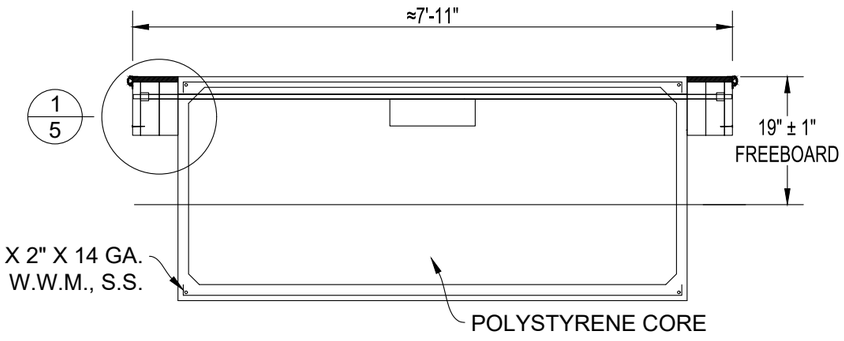
N.T.S.

NOTE:
ALUMINUM GANGWAY AND CONCRETE FLOATING DOCK SYSTEM COMPONENTS SHOWN ON THIS SHEET ARE BY OTHERS. THESE COMPONENTS DEPICTED ARE FOR INFORMATION AND BIDDING PURPOSES ONLY. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING.



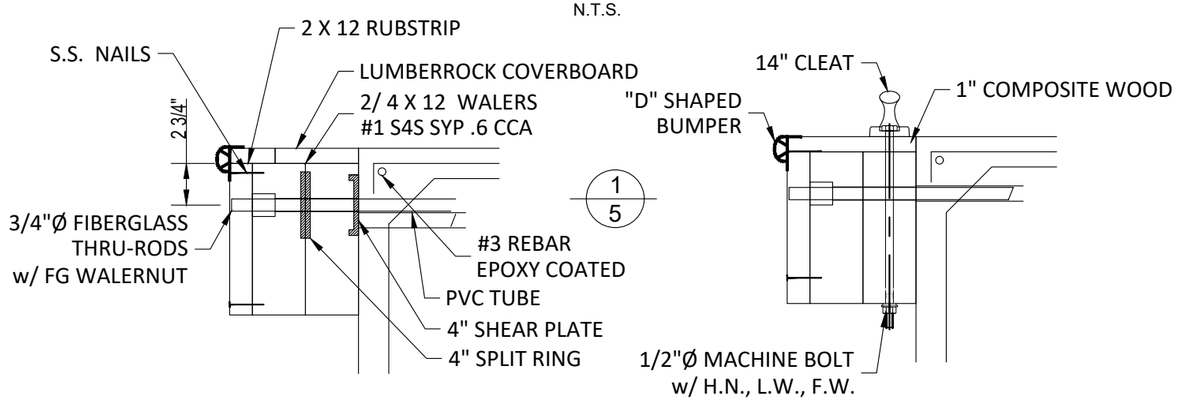
ALUMINUM GANGWAY ELEVATION

N.T.S.



CONCRETE FLOATING DOCK CROSS-SECTION

N.T.S.



CONCRETE FLOATING DOCK CROSS-SECTION DETAIL

N.T.S.

DRAWING: FLOATING DOCK & GANGWAY DETAILS
DMC JOB NO. 23-128-11
SHEET NO. C-23
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 23-GANGWAY 2/10/2025

IMPORTANT NOTES TO BIDDERS:

1. The Contractor shall keep a pile driving log as specified in the plans and may not cut off piles until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off piles so that the Engineer may make field observations, if necessary. The Engineer will not make a structure certification if the Contractor does not comply with this requirement. If vibratory hammer equipment is used to install piles, the time needed to hammer each pile shall be recorded.
2. The Contractor shall retain all material delivery tickets, material testing reports and cut-sheets/shop drawings for manufactured products for the project and provide copies to the Engineer on a weekly basis. The Engineer will not make a structure certification if the Contractor does not comply with this requirement.
3. The Engineer must be given advanced notice of the critical stages of construction including but not limited to initial construction stakeout, Type II floating turbidity barrier placement, false-work, dredging, first pile driving, initial framing of timber docks, placement of gangways and floating docks, forming of concrete, etc. The Engineer will not make a structural certification if the Contractor does not comply with this requirement.
4. The location of existing utilities, utility services, facilities, and structural features shown on these plans has been determined from the information available at the time of the preparation of these plans, but do not purport to be absolutely correct and are provided for only the convenience of the Contractor. Any inaccuracy or omission in such information shall not relieve the Contractor of its responsibility to protect the existing features from damage and unscheduled interruption of service or from the responsibility to relocate utilities are required. Should a discrepancy arise between these plans and actual field conditions which would appreciably affect the execution of the plans the Contractor shall stop construction and notify the County and utility or facility owner immediately. The Contractor shall verify, prior to construction, the exact location, elevation, dimensions of all existing utilities, facilities, structures, and other features (whether or not shown in the plans). The Contractor shall be solely responsible for coordination of any utilities to be adjusted by others for the construction of this project and shall coordinate with other utilities and entitles as required to ensure the successful implementation of this project.
5. A pre-construction meeting must be scheduled before start of construction and all parties are to attend including: Owner or Owner's Representative, Engineer, Prime Contractor, Subcontractor(s), Surveyor, Applicable Tradesmen, etc. The Engineer will lead the meeting and provide a list of critical items to discuss. Any work performed on site, without approval from the engineer of record and the owner, prior to the pre-construction meeting will be at the contractors expense.

GENERAL:

1. Owner hereinafter refers to Owner's Representative, City, County, Town, Developer or Private Entity.
2. All elevations in the project plans are referenced to feet North Atlantic Vertical Datum 1988 (NAVD 88) and Mean Low Water (MLW).
3. The project shall be straight, plumbed, level, and elevations are correct as shown in plans.
4. Any deviation from these plans, notes or specifications must be approved in writing by the Owner or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
5. Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner or Engineer prior to continuing the work in question.
6. These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
7. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
8. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
9. For the purpose of these specifications. "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the Owner and Engineer at least 72 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
10. A portion of the site lies within flood zones “AE" with a base flood elevation of 5.0 as indicated on Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No.12127C0541J dated September 29, 2017.
11. Any materials interfering with construction, and all abandoned utility lines, pipes, structures and other subterranean objects to be removed, shall be disposed of as directed by the Owner. All materials not claimed by the Owner shall be disposed of at the Contractor's expense in areas provided by the Contractor.
12. The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's expense. Payment shall not be made for this work.
13. Any damage to state, county, or local roads caused by the Contractor's hauling or excavation equipment shall be repaired by the Contractor to the satisfaction of the Engineer. Payment shall not be made for this work.
14. The construction lengths indicated in these plans are approximate. Actual limits may be set in the fields as directed by the Engineer.
15. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing, or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the dripline of a tree to remain on site unless approved by the Engineer.
16. All trimming undertaken on a tree protected by provisions of the land development code shall be pruned in accordance with the National Arborist Association (NAA) Pruning Standards.
17. The Owner and the Engineer reserve the right to perform quality assurance testing on all materials delivered to project and to reject all materials not meeting acceptable standards.
18. The Contractor shall be responsible for the complete stake-out of the project, i.e., line, grade, slope stake, utility relocations or any other stake-out that may be required to complete the project in accordance with the plans and specifications. Any and all expenses incurred for this work shall be included in the unit price bid for other items. No additional payment shall be made for this work. Contractor shall also be required to provide a certified as-built survey of the grading, drainage and earthwork improvements and meet any minimum requirements of Owner.
19. Overall cleanup shall be accomplished by the Contractor in accordance with Owner standards or as directed by the Engineer. Any and all expenses incurred for this work shall be included in the unit price bid for other items.
20. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop and the client and the Florida Division of Historical Resources shall be notified within two working days.
21. All materials and construction shall be in accordance with the more stringent of the current FDOT Standards and Specifications or City of New Smyrna Beach Standards and Specifications.
22. Contractor shall be responsible for independently calculating all quantities for the project including earthwork. It is the Contractors responsibility to verify the Engineers estimated quantities included on the bid schedule.
23. The Contractor shall provide pumping equipment and devices to properly remove and dispose of water during construction, if needed.
24. Refer to construction pollution prevention plan for erosion control notes.

SURVEY INFORMATION:

Topographic information shown hereon from survey performed by Arc Surveying, Inc. on June 20, 2023, is in referenced to the North American Vertical Datum 1988 (NAVD 88) and Mean Low Water (MLW).

SOIL BORINGS:

Structural calculations based on the Geotechnical Engineering Evaluation, dated March 5, 2024 by Universal Engineering Sciences, LLC. The Geotechnical Report has a total of eight borings, B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8. Refer to the Geotechnical Report.

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and the local city or county may exert jurisdiction over construction of the project. The Contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. The Contractor is responsible for all permits required for construction, including but not limited to mangrove trimming, mangrove removal, etc. as stated in the USACE and FDEP permits indicated on the cover sheet of this plan set.
2. Contractor must comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species.
3. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
4. The Contractor shall be responsible for penalties and/or fines levied due to work that is not in accordance with permit conditions.
5. National Marine Fisheries Services has special conditions for manatees. See sheet C-27 titled "Environmental Notes".

SUBMITTALS:

All submittals shall be made to the Engineer of Record for review and approval, in writing, prior to ordering and before construction. Submittals also include but are not limited to, shop drawings, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.

Submittals list:

1. Schedule for completion of work with tasks and durations defined.
2. Shipping, Stockpile and Site Administration Plan (SSSAP).
3. Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker's parking and construction equipment.
4. Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" heading.
5. Complete list of required shop drawing submittals shall be provided by the Engineer at the pre-construction meeting.
6. Changes, alternates or other methods different from project plans must be approved, in writing, via submittals required by the Engineer and/or Owner.
7. After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.
8. The Contractor shall be responsible for keeping a log of change orders, RFI's and shop drawings. The log shall be updated and available upon request.

INSPECTION COORDINATION:

1. The Engineer will be conducting routine observations and observations at critical stages of construction. A minimum of 72 hours notice shall be given to the Engineer prior to commencing the critical stages of construction. In general, critical stages are the initial work on the major structure components. Examples of critical stages of construction include but are not limited to: initial construction stakeout, Type II floating turbidity barrier placement, false-work, dredging, first pile driving, initial framing of timber docks, placement of gangways and floating docks, forming of concrete, etc.
2. The local city or county may perform their own construction observations in addition to the Engineer. No observers other than the Engineer or his/her designated representative shall have the authority to determine compliance with plans and specifications.
3. Other observers may relay information to the Engineer, but it will be the Contractor's ultimate responsibility to maintain contact and resolve disputes, questions, field changes, payment requests, etc. directly with the Owner or Engineer.

CONSTRUCTION SURVEYING:

1. Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner or Engineer in the project drawings.
2. The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
3. Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
4. The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida Licensed Professional Surveyor. The record survey must be referenced to feet NAVD 88 and MLW.
5. The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

SITE SAFETY:

The Contractor shall prepare and adhere to a Site-Specific Safety Plan. The contents of the plan are:

1. Identification of potential hazards and injuries pertaining to the specific site and project.
2. Location of nearest hospital.
3. Assure availability of at least one working cell phone and one vehicle on site at all times.
4. Emergency contacts within the Subcontractor's organization and at the Prime Contractor's organization.
5. All field personnel shall wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operation such as safety glasses/goggles, masks, shields, gloves, harnesses, hard hats, steel-toed boots,etc.
6. Safety kit shall be available onsite at all times with appropriate materials for potential hazards and injuries.
7. The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
8. The Contractor shall follow all applicable local, state, and federal codes regarding site safety.
9. The Contractor shall adjust the means and methods of this plan as appropriate for maintaining site and operational safety.

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-24
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 24-G NOTES 1 2/10/2025

SITE MAINTENANCE:

1. The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five-feet in height or greater than ten-feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.
5. Where necessary, the Contractor shall employ a Temporary Traffic Control plan (TTC) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner or Engineer for review and approval before commencement of any work.
6. The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

MOBILIZATION AND DEMOBILIZATION:

1. It is understood that this project will require work in and over water. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
2. The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (including utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
3. The Owner or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
4. It is the Contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
5. The Contractor shall not demobilize until project completion, and all parties have agreed and signed off in writing.

TECHNICAL SPECIFICATIONS FOR SITE PLAN TESTING:

1. MATERIAL
   The inspection and testing of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories, or agencies approved by the Engineer of Record. The Contractor shall submit such samples, or such special or test pieces of materials as the Engineer of Record may require. The Contractor shall not incorporate any material or finished article into the work until the results of the inspections or tests are known and the Contractor has been notified by the Engineer of Record that the material or finished article is accepted. All materials must be of the specified quality and be equal to the approved sample if a sample has been submitted. Certified copies of all tests made shall be submitted to the Engineer of Record as well as to the Owner's designated site inspector. The Owner's designated site inspector must receive copies of all testing reports and certificates prior to the Engineer of Record requesting a final project inspection from the Owner.
2. LABORATORY CONTROL AND CERTIFICATES SPECIFICATIONS:
   Sampling, testing, and laboratory methods shall be in accordance with the standard specifications of the AASHTO or ASTM. Where AASHTO or ASTM specifications are used, the reference shall be construed to be the most recent standard specifications or tentative specifications of the AASHTO or ASTM in force on the date of the test.
   TEST AND CERTIFICATES:
   The Contractor shall engage an approved testing laboratory to provide the following tests and certifications signed by a registered Engineer of the State of Florida. All technicians performing the tests shall be state certified for the testing performed. Additional tests that may be required by either the Engineer of Record or the Owner shall also be provided by the Contractor, and the following shall not be taken as a complete and exhaustive list of the Contractor's testing responsibilities.
   a. Soil analysis for structural fill material prior to installation.
   b. Proctor densities, moisture content, compacted field densities and Atterberg limits.

EROSION AND TURBIDITY CONTROL:

The following measures represent minimum standards to be adhered to by the Contractor throughout the construction of this project. The Owner reserves the right to require additional measures to be employed when warranted by extreme conditions and/or the failure of the Contractor to employ the appropriate erosion and turbidity control best management practices. Failure to comply with these provisions shall result in the issuance of a "stop work order".

1. It shall be the responsibility of the Contractor to have all protective vegetation barricades, erosion and turbidity control structures and measures in place prior to the commencement of any work. These measures include, but are not limited to, temporary construction fences, hay bales, silt fences, and floating turbidity barriers. Further, it shall be the responsibility of the Contractor to maintain all erosion control devices throughout the duration of the entire project. Maintenance shall include periodic inspection and removal of debris abutting erosion control devices.
2. Prior to the installation of any fill materials on subject site, silt fences shall be installed (1) along subject site boundary and property lines, (2) at the edge of conservation easements and wetlands, (3) adjacent to natural landscape buffers, (4) around the perimeter of existing storm water treatment facilities, and (5) at any additional areas that the Owner deems necessary to be protected from potential erosion impacts during construction. These conditions shall apply in all instances where fill material is being installed within 25-feet of any of the aforementioned locations. While these items represent the minimum requirements, the Owner reserves the right to impose additional protective measures, as determined during actual site visits conducted throughout project construction.
3. At a minimum, the Contractor shall seed and mulch all disturbed areas. Sufficient grass coverage is to be established within thirty days.
4. Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion and the impact to neighboring communities. Adequate watering methods should be employed to allow daily coverage of the entire limits of all areas that do not have an established vegetative cover. Methods to be employed include, but are not limited to, water trucks, permanent irrigation systems, temporary sprinkler systems operated by pumping units connected to wet retention ponds, water cannons, temporary irrigation systems mounted atop stockpile areas, and other methods as deemed necessary by the Owner.
5. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.

DEMOLITION, CLEARING AND RESTORATION:

1. Demolition or clearing may require permits. The Contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
2. Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
3. Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
4. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

AS-BUILT SURVEY AND RECORD DRAWINGS:

1. As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
2. The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-making all changes and deviations from the original design, no matter how slight. Color markings are preferred.
3. The record drawings shall also contain any and all field changes with respect to location, alignment, height, width, length, depth, materials, products, etc.

TIMBER

1. Southern Yellow Pine (S.Y.P.) Lumber:
   a. Deck Boards, Vertical Rails, and Horizontal Rails: S.Y.P. No.1 Prime Grade
   b. Posts and Mid-Posts: S.Y.P. No.1 Grade
   c. Stringers and Cap Boards: S.Y.P. No.2 Grade
2. Piles: Southern Yellow Pine (S.Y.P.) treated round timber pile grade in accordance with ASTM D25.
3. All ramps established within the wooden dock sections should be established to ADA requirements. Slopes must not exceed 1:12 (V:H) and handrails must be established on both sides of the ramp according to the typical section found in plans. Transition of the wooden access ramps should be flush with the deck and a minimum clearance of 36-inch of space should be between handrails.
4. Treatment of timber shall be as follows: Handrails and decking; 0.40 PCF ACQ (Alkaline Copper Treatment), stringers, pile cap boards and other components except piles; 0.6 CCA (Copper Chromium Arsenate), piles/posts; 2.5 CCA. All timber, lumber and pilings shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
5. All timber, lumber and piles shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
6. Decking shall be placed with ¼-inch gaps between boards.
7. One layer of roofing felt shall be placed between deck (each board) and stringers. All boards for decking shall be installed crown down.

PILES:

1. 12" diameter, round timber pile
   a. Southern Yellow Pine (S.Y.P.) Lumber
   b. Marine Grade per ASTM D25
2. 14-inch, square, pre-stressed concrete, FDOT, Marine Grade piles must have strict occurrence of:
   a. Fabricated at a plant that is currently on the listing of FDOT Production Facility.
   b. f'c = 6,000 psi.
   c. w/c ≤ 0.40.
   d. (8) - ½" dia. strands (minimum).
   e. 3" minimum clear cover.
3. Provide and install concrete piles in accordance with FDOT specification 455.
4. Concrete shall be FDOT class IV (special) for extremely aggressive (marine) environment. Provide sufficient fly ash or slag to cement content to increase impermeability of concrete.
5. The piles shall be of the size and length shown in the plans.
6. All piles shall be set full length with top elevation as shown in plans. Cut-offs are not allowed except for minimal required (maximum 6") to remove tops damaged by the pile driving equipment.
7. The pile-setting equipment used must be of proper size, set-up and maintenance as to not cause excessive damage to piles. Damaged piles must be removed, discarded and replaced at the Contractor's expense. The Contractor shall provide information regarded the model and operating specifications of the pile-driving equipment to be used on the job for approval by the Engineer prior to commencing pile-driving.
8. Prior to signing of the construction contract, the Contractor being considered shall have all major equipment items available for inspection. Any deficiencies in quality and quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the Contractor from his obligation to provide all equipment required to properly perform the work.
9. The Contractor shall make an earnest attempt to drive piles to grade, utilizing alternate methods or ideas to make the grade at no additional cost to the Owner.
   a. Larger hammer.
   b. Alternate hammer type.
   c. Tool Punch.
   d. Steel "shoe".
   e. Auger
10. Cut-off of piles is strictly not allowed unless approved by the Engineer. When requesting permission to cut off sheet piles, the Contractor shall provide a minimum of 72 hours advance notice to the Engineer to inspect the site and make recommendations. The pile must remain "as-is" until the Engineer completes the field inspection and makes recommendations. The Engineer may request multiple driving attempts over the course of 48 hours at no additional cost to the Owner. Any pile cut off without written approval by the Engineer shall be removed and replaced at the contractors expense at no additional cost to the Owner.
11. Contractor shall keep a pile driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual pile behavior, damage and re-driving. This log shall be available to the Engineer or Owner at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer equipment is used to install piles, the time needed to hammer each pile shall be recorded. The Engineer will not make a structural certification if the contractor fails to provide pile driving logs.
12. Jetting of piles is not permitted without approval from the Engineer of Record. If jetting is requested, Contractor shall submit request to Engineer of Record for approval prior to jetting piles. Contractor shall provide information including but not limited to, the pile driving logs of all piles driven, the type of jetting prposed, the length of pile proposed to be jetted, the location of proposed jetting, etc. The final five (5) feet of all piles must be driven.
13. If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, then the pile shall be tool-punched. No additional payment will be made for pile driving where this work is required. It is the Contractor's responsibility to investigate the site and make preliminary probes if necessary. Arrange site visits for this purpose directly with the Owner.
14. The pile handling and driving procedure shall not subject the piles to excessive abuse causing damage. The pile-driver connection shall be made such as to minimize damage to the pile and eliminate or reduce cut-off. Any pile so damaged in handling or driving shall be replaced by a new pile, or otherwise corrected, as directed by the Owner or Engineer and at the expense of the Contractor.
15. Proper care shall be taken for aligning piles. Pile alignment must be approved by Engineer of Record prior to framing. Piles shall be plumb and placed precisely as shown on plans, Contractor shall remove and replace any piles not meeting these requirements at no additional cost to the Owner.

DRAWING: GENERAL NOTES
DMC JOB NO.: 23-128-11
SHEET NO.: C-25
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CHECKED: CT | APPROVED: CT | DATE: 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

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Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 25-G NOTES 2 2/10/2025

BOLTS, SCREWS & FASTENERS:

1. All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (S.S.). Washers used with single-bolted or double bolted connections (for example: stringer to piling connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard washers for splice block and railings.
2. Bolts shall extend fully through the nuts but not extend beyond the nut more than ½-inch.
3. Stainless Steel (S.S.) screws as shown in plans.
4. Simpson Strong Tie Twist Straps (stainless steel hurricane straps), MTS. Screws shall be Simpson Strong Tie 9-inch x 1½-inch Stainless Steel (S.S.).

FLOATING DOCKS:

1. The gangways may, or may not be, provided by the floating dock manufacturer, at the manufacturer's and/or contractor's preference. Gangway ramps shall be of length and width shown on the plans. Gangway ramps shall be constructed of Aluminum Alloy 6061-T6 and designed to carry its own dead load plus a live load of 50 pounds per square foot (psf). Gangway handrails shall be 42-inches in height and designed for 50 pounds per linear foot (plf) applied horizontally along the top rail and a point load of 200 pounds applied on the top rail mid-way between posts. The decking shall be a non-skid surface to prevent slippage when wet at maximum angle. The deck material shall be aluminum planking unless otherwise directed by the owner/developer. Gangway hardware shall be aluminum or stainless steel. The fixed hinge shall be at the top of the ramp and shall freely rotate over the entire range of design water level fluctuations.
2. Piling design (number, size, length, shape and type) has been performed by the project engineer. Where pilings are shown in plans, the floating dock manufacture shall provide stainless steel four-roller pile guides with UHMW rollers and stainless steel roller pins. Other pile guide hardware and metal sections required shall be stainless steel. The pile guides shall have 3-inches of clearance from the piling to each roller.
3. Floating Dock System shall be compromised of the following basic components:
    a. Individual concrete float units with main pier, when attached, forming a continuous walkway surface of the material and finish desired by the City.
    b. Aluminum gangway onto the float of the size and at locations shown in the plans.
    c. Pilings and pile guides, which shall be the primary support of the floating dock system.
    d. Industry standard "D" shaped bumpers to surround the entire floating dock.
    e. Transition plates as detailed in plans.
    f. Aluminum or Grade 316 Stainless Steel hardware and components, Hot Dipped Galvanized will not be accepted.
4. Contractor is responsible for ensuring that the floating dock system properly functions and that no debris hinders its functionality. If debris is located within the footprint of the floating system then the contractor must remove the hindrances in order to allow proper function.
5. The method and material type of floatation, deck system, and connection between floatation units shall be clearly described in detailed shop drawings for review by the owner and owner's representatives. For the purposes of this project, the floating dock shall be of concrete composition. System hardware shall be HDG or stainless steel, roller pins shall be stainless steel.
   The environmental forces and criteria for the floating docks design shall be as follows:
    a. Wind Speed:
    b. Wave Height:
    c. Surge: Upper Category 2
    d. Vessel Impact: 30-foot power boat at 1.5 knots
    e. Live Load (LL): 50 pounds per square foot (psf)
    f. Dock freeboard (no load/dead load): 19-inch +/- 1-inch
    g. Dock Freeboard (DL+LL): 9-inch minimum
6. Pre-stressed FDOT Marine Grade 14-inch square concrete piles to be 45 linear feet.
7. The contractor shall provide and properly install industrial aluminum cleats on the floating concrete system as located on the plans.
8. White square composite caps shall be properly placed and secured on all newly installed concrete piles. This cost should be incorporated into the cost of the floating dock.

DREDGING NOTES:

1. DREDGING
    a. This project consists of mechanical dredging of up to 440 cubic yards of material. Prior to construction, the Contractor is required to provide evidence of the proper equipment to the Engineer of Record prior to commencement of construction.
    b. The Contractor shall account for providing/maintaining safe navigation and marina access, lighted buoys, markers, and all equipment needed to stabilize and maintain visibility of the pipeline, booster pumps, and all other equipment and construction activities until all work is complete.

   SURVEY:
    a. Prior to commencement of construction, the Contractor is required to stakeout the limits and stationing of the dredge area. Throughout the duration of the project, the Contractor is required to maintain the stakeout of the dredge area, stationing and all referenced to Mean Low Water (MLW).
    b. The method of payment is strictly determined only by the comparison of the pre-and post-survey. The Contractor shall received no compensation for any quantity of overdredge material other than limits depicted in this planset.
    c. The Contractor is required to secure dredge barge when dredging is stopped. The dredge barge shall be equipped with lights, and lights must be activated 30 minutes before sunset and shall remain illuminated until 30 minutes after sunrise.
    d. The Contractor shall submit a hurricane preparedness plan to the Engineer of Record.
    e. The Contractor is required to have a permanent tide gage on site, gage shall be utilized for measuring the tide while dredging to ensure correct dredge depth.
    f. The Contractor shall contact the Engineer of Record 14 days in advanced, if any vessels are located in the dredge area. The Owner shall removed all vessels from the dredge area prior to the project commencement.
    g. A minimum of a 10 to 15 foot buffer shall be maintained from the outermost extent of all structures and mangrove habitats while dredging.

ENVIRONMENT COMPLIANCE:

    a. The Contractor shall install Type II floating turbidity barriers as shown in the plan set.
    b. The Contractor is required to measure turbidity of the water outside of the turbidity barrier surrounding the dredge barge and 150 feet downstream of the dredge two times a day, once from after the start of dredging to noon and once from noon to before the end of dredging. The turbidity measurements shall be no greater than 29 NTU's above the background NTU's located at the project site. If the measured turbidity is greater than 29 NTU's above the background NTU's, the Contractor shall provide a secondary turbidity barrier around the dredge barge.
    c. Contractor shall keep a log of the turbidity measurements on site throughout the duration of the project. The Contractor is required to submit turbidity logs to the Engineer of Record at the end of every week throughout the duration of the project for submittal to regulatory agencies as required.
    d. This is mechanical dredging project and operations are limited by the abutting boat activity and navigation, and standard conditions for in water work and the Manatee Key as specified by the U.S. Army Corps of Engineers.
    e. No dredging activities shall occur between November 1 and March 31. For dredging activities that occur between April 1 and October 31, observers shall be dedicated for manatee observation.
    f. The Contractor is required to have a marine mammal/manatee observer present at the project site at all times throughout the duration of the project. The Contractor is to abide by the Standard Manatee Conditions for in-water Work 2011, refer to Sheet C-27 "Environmental Notes" and post resource protection signage on all floating equipment and barges.
    g. The Contractor shall be responsible for all best management practices to prevent erosion and water quality violation at all times.

CONCRETE GENERAL NOTES:

1. All mix designs by the concrete supplier or Contractor must be submitted to the Engineer for approval prior to submitting order.
2. Concrete cover from all exterior faces shall be 4" clear to the outermost face of any reinforcement, including stirrups, unless otherwise noted in the plans.
3. Strict adherence to concrete cover, water-cement (w/c) ratio, admixture additions, handling and curing will provide the optimum chance to achieve the longest service life possible for the project cast-in-place or pre-cast concrete components.
4. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Trucks sitting full on site for greater than 45 minutes shall be rejected at the Contractor's expense. Delays in casting a given form greater than 45 minutes shall be rejected unless an acceptable construction join can be made.
5. A working concrete vibrator must be on site prior to delivery of first concrete. The Owner or Engineer shall not allow concrete to be cast otherwise.
6. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, never allowing the vibrator to become motionless in the concrete. Concrete with submittals voids or honeycombing will be rejected.
7. Non-metallic chairs and spacers must be used in reinforcement placing.
8. Concrete materials testing shall be performed per acceptable ASTM methods and intervals. A material testing program must be prepared by the Contractor and/or manufacture for review and approval by the Engineer. At least one set of four cylinders shall be cast for any one day's work, or work between construction joints, or more if prescribed by ASTM.
9. Continually wet water cure horizontal surfaces for at least three days and all exposed concrete surfaces after concrete is set. For the purpose of this specification "set" is when the concrete surface is hard enough so that when "knocked" with the knuckles the concrete is not dented. The Contractor is responsible for arranging a water source for curing purposes prior to commencing casting of concrete.
10. Apply Master Builders/BASF “ConFilm” or Euclid Chemical “Eucobar” product immediately after first float and then after final finish. Refer to manufacturer's recommendations for mixing and application.
11. The final alignment of the concrete to be straight and level per elevations and plans provided.
12. Expansion joints must be ⅜" thick closed-cell neoprene.

SIDEWALK CONCRETE:

1. All sidewalk concrete shall be:
    a. 28 Day Compressive Strength: 4,500 PSI minimum.
    b. Water-cement raitio less than or equal to 0.45
    c. Air Entrainment: Minimum 2 to 3%
    d. Potable water, no chlorides.
    e. Type I Cement
    f. Large (¾-inch minimum) and small aggregates washed and free of chlorides or reactive chemicals. Aggregate shall be crushed stone, no pea gravel or rounded gravel.
    g. Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
    h. See plans for expansion and contraction joints.
    i. Reinforced with 1.5 pounds per cubic yard. Fibermesh 150 virgin homopolymer polypropylene multi-filiment fibers containing no olefin materials.
2. All concrete shall be broom finished.

CONCRETE GRADE BEAM:

1. Grade beam shall be:
    a. 28 Day Compressive Strength: 6,000 psi minimum.
    b. Water-cement raitio less than or equal to 0.40
    c. 6% microsilica per weight of binders.
    d. Air Entrainment: Minimum 2 to 3%
    e. Potable water, no chlorides.
    f. Type I Cement
    g. Large (¾-inch minimum) and small aggregates washed and free of chlorides or reactive chemicals. Aggregate shall be crushed stone, no pea gravel or rounded gravel.
    h. Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
    i. All reinforcing steel shall be grade 60 rebar.
2. All concrete shall be broom finished.
3. See "Concrete General Notes".

DRAWING: GENERAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-26
DRAWN AS | CAD C3D | SCALE AS SHOWN
CHECKED CT | APPROVED CT | DATE 02-07-2025

PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS

CLIENT: CITY OF NEW SMYRNA BEACH

CURTIS N. TODD
FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com
ENGINEERS • SCIENTISTS

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 26-G NOTES 3 2/10/2025

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

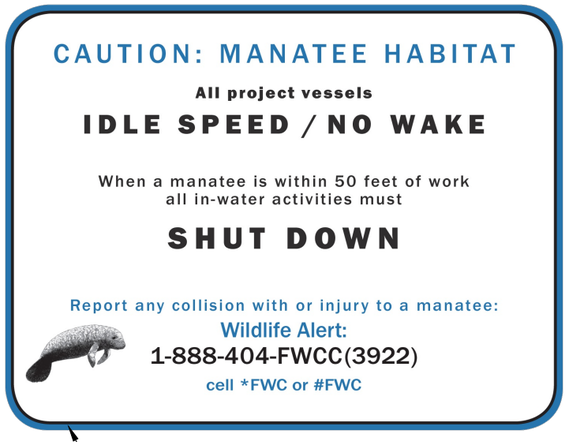
b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



SEE NOTE "f." ON STANDARD MANATEE CONDITIONS FOR IN-WATER WORK NOTE, THIS SHEET.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

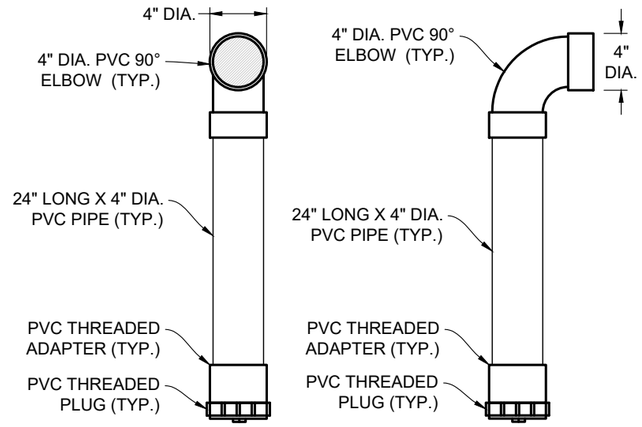
f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



SIGNS AND MONOFILAMENT BIN:
1. ALL SIGNS SHALL FOLLOW ALL FWC SIGN SPECIFICATIONS INCLUDING:
   a. SIGN SHALL BE FIBERGLASS OR METAL WITH ROUNDED CORNERS (HAND-SANDED TO REMOVE ALL SHARP EDGES AND BURRS).
   b. CONSTRUCTED OF 0.08 GAUGE 5052-H38 ALUMINUM.
   c. HAVE AN ALODINE 1200 CONVERSION COATING.
   d. HAVE ENGINEER GRADE TYPE I REFLECTIVE SHEETING.
   e. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
   f. NYLON WASHERS SHALL BE PLACED BETWEEN ALL STAINLESS STEEL AND ALUMINUM COMPONENTS.
2. FWC APPROVED "RECYCLE YOUR LINE OR DISCARD IT IN CONTAINERS" MONOFILAMENT BIN TO BE FURNISHED AND INSTALLED ONTO (1) POST ON THE INFORMATION KIOSK WITH 316 S.S. HARDWARE (SEE DETAIL THIS SHEET). MONOFILAMENT BIN SHALL HAVE ALL FWC REQUIRED STICKERS DISPLAYED PROPERLY AND CLEARLY. **CONTRACTOR SHALL SUBMIT MOUNTING DETAIL TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING AND INSTALLING.**
3. MONOFILAMENT BIN SHALL BE FURNISHED WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S REQUIRED DECALS. DECALS SHALL BE VISIBLY LOCATED ON THE MONOFILAMENT BIN; DECALS THAT ARE DAMAGED SHALL BE REMOVED AND REPLACE AT THE CONTRACTORS EXPENSE. CONTRACTOR SHALL FURNISH ONE MONOFILAMENT BIN AT EACH TIMBER DOCK ENTRANCE.



MONOFILAMENT BIN DETAILS
N.T.S.



DRAWING: ENVIRONMENTAL NOTES
DMC JOB NO. 23-128-11
SHEET NO. C-27
DRAWN AS | CAD C3D | SCALE AS SHOWN | DATE 02-07-2025
CHECKED CT | APPROVED CT
PROJECT NAME: NORTH CAUSEWAY BOAT RAMP FACILITY IMPROVEMENTS
CLIENT: CITY OF NEW SMYRNA BEACH
CURTIS N. TODD FLORIDA LICENSE No.

Dredging & Marine Consultants
4643 S. Clyde Morris Blvd Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com
DMC ENGINEERS • SCIENTISTS

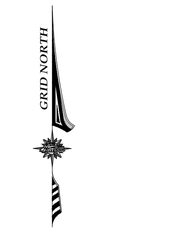
NEW SMYRNA BEACH

Drawing Name: C:\Users\DMC-CAD\Dredging & Marine Consultants\DMC - Documents\DMC Projects\128 - City of New Smyrna Beach\23-128-11 North Causeway Boat Ramp Facility Improvements\Drawings\North Causeway Boat Ramp_100.dwg By: DMC-CAD Tab: 27-ENV 2/10/2025

MAP SHOWING TOPOGRAPHIC AND HYDROGRAPHIC SURVEY OF

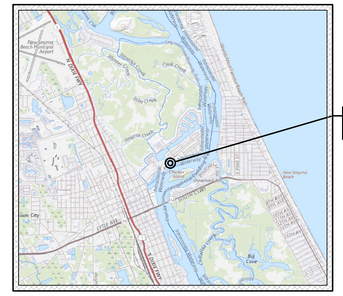
A PORTION OF INDIAN RIVER NORTH, ALONG WITH A PORTION OF LAND, LYING IN VOLUSIA COUNTY, FLORIDA





40 0 20 40 80

SCALE: 1" = 40'



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This survey is limited to above ground visible improvements, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

2) There may be additional restrictions that are not shown on this survey that may be found in the Public Records of this county.

3) All dimensions, unless otherwise noted, are US Survey Feet.

4) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

5) Topographic elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD88), being derived utilizing a Trimble RTK base station referenced to a NGS Brass Disk stamped "872 1164 A", having a published elevation of 6.47 feet (NAVD88)

6) Hydrographic elevations shown hereon are based on Mean Low Water (MLW), lying 1.68 above NAVD88, being derived utilizing a Trimble RTK base station referenced to a NGS Brass Disk stamped "872 1164 A", having a published elevation of 6.47 feet (NAVD 88).

7) The hydrographic and topographic surface have been split at the extents of the hydrographic survey, which is approximately around the edge of mangroves labeled on the map.

8) Horizontal Datum is reference to Florida State Plane Coordinate System, East, Zone, North American Datum of 1983 (NAD83), being derived utilizing VRS procedures base station referenced to a NGS Brass Disk stamped "872 1164 A", having coordinates of 1704808.448, 681966.286.

9) Lines and points shown on this map are for 2D visual purposes only, as points and lines will be altered/deleted for aesthetic reasons. Unaltered 3D data should only be viewed and utilized in the *-SURF drawing (.dwg) file, either directly or as an external reference.

10) Some points are on frozen layers for uncluttering purposes, please unfreeze all points to see if points in question appear.

11) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

12) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.

13) Adjoining information (lot lines, right-of-way lines, section lines, etc.) that does not have a measured dimension may not be drawn to accuracy, may be for aesthetic reasons only, and should not be taken as the true location of said feature.

14) Subaqueous measurements were made with an ODOM CV100 Single Beam Sounder operating at a frequency of 200kHz.

15) Surface built from a generated 5' grid interpolated from a combination of single beam and pole soundings. Single beam and pole soundings are turned off in drawing and can be view by unfreezing all layers. Spot shots shown at 10' grid intervals.

16) The information depicted on this map represents the results of a survey performed on the indicated date and can only be considered as indicating the general conditions at that time.

17) This site has a Mean High Water (MHW) Elevation of 0.6 Feet (NAVD88), and a Mean Low Water (MLH) Elevation of -1.68 Feet (NAVD88), per LABINS Tide interpolation point 6072.

18) Right-of-way shown hereon per FDOT RIGHT-OF-WAY MAP SECTION 79170-2514.

JOB#: 23-029	P.CHIEF: NE/PS	F.BOOK: XXX	
DRAWN: MAS	DATE: 6/20/23	CHECKED BY: JKM	
FILE NAME: 23-029_NSB-waterfront-TOPO			
DATA FILE: 22-029_DMC_TOPO_061523_COMBINED_ALL			

REVISIONS

DATE	DESCRIPTION	DRAWN BY

PROJECT:
NORTH CAUSEWAY BOAT RAMP
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY: **July 15, 2023**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J--17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

John K. Maffett PSM6951
FLORIDA PROFESSIONAL SURVEYOR & MAPPER

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: **01** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM



PROJECT:
NSB WATERFRONT FACILITY
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY:
June 15, 2023

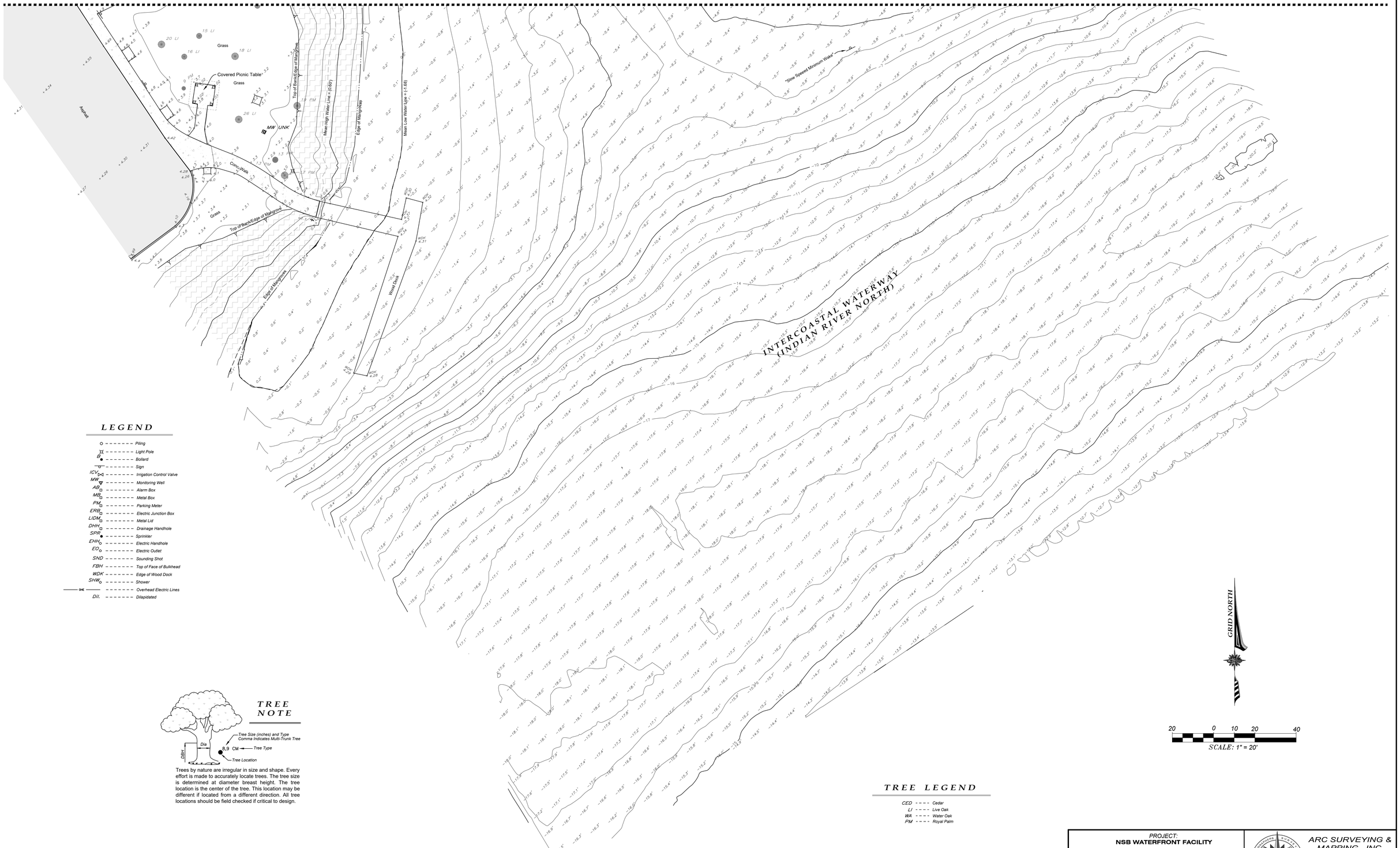
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: **02** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM

MATCH LINE - SEE SHEET 2



LEGEND

- Piling
- Light Pole
- Bollard
- Sign
- ICV — Irrigation Control Valve
- MW — Monitoring Well
- AB — Alarm Box
- MB — Metal Box
- PM — Parking Meter
- ERB — Electric Junction Box
- LIDM — Metal Lid
- DHH — Drainage Handhole
- SPR — Sprinkler
- EHH — Electric Handhole
- EO — Electric Outlet
- SND — Sounding Shot
- FBH — Top of Face of Bulkhead
- WDK — Edge of Wood Dock
- SHW — Shower
- OHE — Overhead Electric Lines
- Dil. — Dilapidated

TREE NOTE

Trees by nature are irregular in size and shape. Every effort is made to accurately locate trees. The tree size is determined at diameter breast height. The tree location is the center of the tree. This location may be different if located from a different direction. All tree locations should be field checked if critical to design.

TREE LEGEND

- CED — Cedar
- LI — Live Oak
- WA — Water Oak
- PM — Royal Palm

GRID NORTH

20 0 10 20 40

SCALE: 1" = 20'

PROJECT:
NSB WATERFRONT FACILITY
LOCATED IN:
VOLUSIA COUNTY, FLORIDA

PREPARED FOR
DREDGING & MARINE CONSULTANTS

DATE OF LAST FIELD SURVEY:
June 15, 2023

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: **03** of **03**

FILE PATH: F:\2023\23-029 NSB WATERFRONT FACILITY IMPROVEMENTS\DATA\DWG\23-029_NSB-WATERFRONT-TOPO.DWG PLOTTED BY: ALEX SINARDI ON: 8/8/2023 1:30 PM LAST SAVED BY: ASINARDI ON: 8/8/2023 1:30 PM

City of New Smyrna Beach

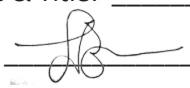
Bid/Proposal Response

Title of Project Name: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

Project ID: ITB 06-25-CIP

Company Name: Construct Co Inc

Print Authorized Officer Name & Title: Lindsey Buchanan, Vice President

Signature Authorized Officer: 

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	x
City of NSB Form: Vendor Information Form	x
City of NSB Form: Vendor Summary Form	x
City of NSB Form: Completed W9	x
City of NSB Form: Statement of Insurance	x
City of NSB Form: Public Entity Crime Information Statement	x
City of NSB Form: Disputes Disclosure	x
City of NSB Form: Drug Free Workplace Certification	x
City of NSB Form: Sworn Statement	x
City of NSB Form: Non-Collusion Affidavit	x
City of NSB Form: E-Verify	x
City of NSB Form: Human Trafficking Affidavit	x
City of NSB Form: Conflict of Interest	x
City of NSB Form: Organizational Information	x
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	x
City of NSB Form: Smoke Free Acknowledgement	x
City of NSB Form: References	x
City of NSB Form: List of Subcontractors	x
City of NSB Form: Trench Safety	
City of NSB Form: Signed Addendums (if applicable)	x
Copy of Sunbiz Registration with Active Status	x
Copy of Sam's Gov Registration	x
Bid Bond, No Less than 10% of the bid price/sum	x
Signed Bid Form	x

City of New Smyrna Beach

ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

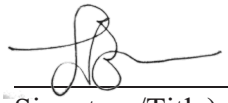
AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Lindsey Buchanan	Vice President	407-282-5340
Basil Buchanan	President	407-282-5340

Lindsey Buchanan

Print Name



Vice President

Signature/Title)

Construct Co Inc

Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture x _____ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 59-3591183

VENDOR INFORMATION

BID #:	06-25-CIP
BID TITLE:	North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

Respondent Information	
Company Name: Construct Co Inc	Federal Employer Identification Number or SS Number: 59-3591183 DUN Number: 106916742
Mailing Address: PO Box 536488	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code: Orlando FL 32853	Incorporated in the State of: FL
Corporate Address: 931 Dennis Ave	What kind of business: x "For Profit" or "Not for Profit" Is Firm in good standing: x Yes or No
City, State, Zip Code: Orlando FL 32807	Authorized to transact business in Florida x Yes or No
Telephone No. 407-282-5340	State of Florida Department of State Certificate of Authority Document No: P99000050586
Email Address: info@constructco-inc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Basil Buchanan	Vice President: Lindsey Buchanan
Secretary: _____	Treasurer: _____
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ Lindsey Buchanan

Authorized Signature — Printed Name

Title: Vice President — Date: 02/18/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _x___ REVISED VENDOR:_____

DATE: 02/18/25

VENDOR NAME: Construct Co Inc

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Marine Construction

DEPARTMENT:

PREPARED BY: Lindsey Buchanan

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
PO Box 536488	PO Box 536488	931 Dennis Ave
ADDRESS	ADDRESS	ADDRESS
Orlando FL	Orlando FL	Orlando FL
CITY/STATE	CITY/STATE	CITY/STATE
32853	32853	32807
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Lindsey Buchanan

E-MAIL: lindsey@constructco-inc.com

OFFICE PHONE: 407-282-5340

FAX: 407-900-0508

MOBILE PHONE: 407-952-1888

FEDERAL TAX ID#: 59-3591183

DUNS Number: 106916742

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) Construct Co Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.) PO Box 536488

Requester's name and address (optional)

City, state, and ZIP code Orlando FL 32853

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

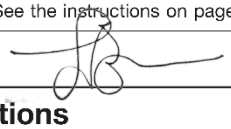
Employer identification number 59 3591183

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ►  Date ► 02/18/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

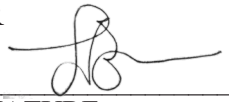
STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Construct Co Inc

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Lindsey Buchanan, Vice President

OFFICER TITLE

02/18/25

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Authorized Signature and Title

Lindsey Buchanan, Vice President

Print Name and Title

Date: 02/18/25

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO __x_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _x_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

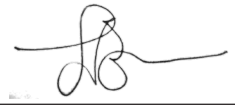
YES_____NO _x_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

Construct Co Inc	02/18/25
Firm	Date
 Vice President	Lindsey Buchanan, Vice President
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

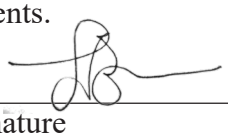
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Date: 02/18/25

Authorized Signature

Lindsey Buchanan, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Lindsey Buchanan, Vice President
(Print Individual's Name and Title)
for Construct Co Inc
(Print Name of Entity Submitting Sworn Statement)
whose business is construction, located at PO Box 536488, Orlando FL 32853

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3591183

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 19 day of February, 2025.

Personally known _____

OR produced identification ✓

Florida Drivers License
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 01/28/2029

JASMINE S. FLEMING
MY COMMISSION # HH 632617
EXPIRES: January 28, 2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of FL

County of ORANGE

Lindsey Buchanan, being first duly sworn, deposes and says that:

He/she is Vice President of Construct Co Inc, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Signed

Vice President
Title

Subscribed and sworn to before me this 19 day of Feb, 2025.

Notary Public
Title

My Commission Expires: 01/28/2029

JASMINE S. FLEMING
MY COMMISSION # HH 632617
EXPIRES: January 28, 2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Construct Co Inc

Consultant E-Verify Registration Number: 884672

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: LINDSey BUCHANAN

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 19 Day of February, 2025. She/He is personally known to me or has produced Florida Drivers License As identification.

_____
Notary Public

My commission expires: 01/28/2029

JASMINE S. FLEMING
MY COMMISSION # HH 632617
EXPIRES: January 28, 2029

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Construct Co Inc

Authorized Signature: _____ Date: 02/19/25

Printed Name: Lindsey Buchanan

Title: Vice President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of February, 2025, by Lindsey Buchanan, as Vice President on behalf of the company/corporation. They ☐ are personally known to me or ☑ have produced Florida Drivers License as identification.

Signature of Notary Public

Jasmine S. Fleming

Name of Notary Typed, Printed or Stamped

My Commission Expires: 01/28/2029

JASMINE S. FLEMING
MY COMMISSION # HH 632617
EXPIRES: January 28, 2029

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Lindsey Buchanan

who was duly sworn, deposes, and states:

1. I am the Vice President of Construct Co Inc with a local office in Orlando FL (City & State) and principal office in Orlando FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as ITB 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Lindsey Buchanan
Typed Name

Vice President
Title

Signed

02/19/25
Dated

Sworn to and subscribed before me this 19 day of February 2025.

Personally known ____ OR produced identification ____. Identification type: Florida Drivers License

Notary Public: State of Florida County of Orange

Jasmine S. Fleming
Printed, typed, or stamped commissioned name of notary public

My commission expires: 01/28/2029

JASMINE S. FLEMING
MY COMMISSION # HH 632617
EXPIRES: January 28, 2029

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	931 Dennis Ave, Orlando FL 32807	
Federal I.D. Number	59-3591183	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Construct Co Inc

Mailing Address: PO Box 536488, Orlando FL 32853

Telephone Number: 407-282-5340 Fax Number: 407-900-0508 E-mail Address: info@constructco-inc.com

Authorized Signature	Printed Name	FEIN
	Lindsey Buchanan	59-3591183

Title	Date
Vice President	02/18/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Construct Co Inc

FEIN: 59-3591183

Authorized Representative Name and Title: Lindsey Buchanan, Vice President

Address: PO Box 536488

City: Orlando State: FL Zip: 32853

Phone Number: 407-282-5340 Email Address: info@constructco-inc.com

Certified By: Lindsey Buchanan, Vice President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

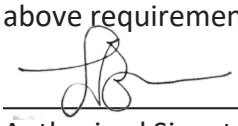
The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Vice President _____ Date: 02/18/25

Authorized Signature and Title

Lindsey Buchanan, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:	23-74 Porpoise Point Dr Shore Protection			
Type of Project/Service:	Seawall installation with armorment			
Address:	East end of Porpoise Point Dr, St. Augustine, FL 32084			
Contracting Agency/Client:	St. Johns County, FL			
Contact Name and Phone #:	Morgan Hughes, 904-315-7267			
Contact Email Address and Fax #:	mhughes@sjcfl.us			
Contract Amount: $ 754,350	Start Date: Oct 2023	End Date: Mar 2024		
Project #2:				
Project Name:	Main St Pier Emergency Hurricane Repairs			
Type of Project/Service:	Structural repairs to existing timber pier damaged during Hurricane Nicole including removal of damaged timber components, piling replacement			
Address:	1200 Main St Bridge, Daytona Beach, FL 32118			
Contracting Agency/Client:	City of Daytona Beach, FL			
Contact Name and Phone #:	Mark Veenstra, 386-671-8614			
Contact Email Address and Fax #:	VeenstraMark@CODB.US			
Contract Amount: $ 1,562,054	Start Date:	Dec 2022	End Date:	July 2023
Project #3:				
Project Name:	George Kennedy Memorial Park Seawall & Boat Ramp Repair / Replacement			
Type of Project/Service:	Demolition of the existing boat ramp & docks and repairs to seawall concrete cap and deadman system and construction of a new boat ramp with floating accessory docks anchored with concrete pilings			
Address:	103 N Riverside Dr, Edgewater, FL 32132			
Contracting Agency/Client:	City of Edgewater, FL			
Contact Name and Phone #:	Samantha Bergeron, 386-424-2400 ext. 7201			
Contact Email Address and Fax #:	sbergeron@cityofedgewater.org			
Contract Amount: $1,377,360	Start Date:	Jan 2020	End Date:	Dec 2020

Project #4:				
Project Name: Edwin W Peck, St. Park Storm Repairs				
Type of Project/Service: reconstruction of a beach/dune walkway, installation of 200LF of concrete seawall, reconstruction of the concrete promenade and associated plumbing and electrical repairs.				
Address: 3167 S Atlantic Ave, Daytona Beach, FL 32118				
Contracting Agency/Client: Volusia County				
Contact Name and Phone #: Jon Walsh, 386-248-8072				
Contact Email Address and Fax #: JDWalsh@volusia.org				
Contract Amount: $1,238,625.70	Start Date:	Mar 2024	End Date:	Dec 2024

Project #5:				
Project Name: Pal & Irma Parker Park and Kayak Launch – Phase 1				
Type of Project/Service: Installation of 460 LF x 6’ wide elevated boardwalk, 16’x12’ elevated observation deck, 6’ wide crushed shell pathway, 40’x50’ tidal pool kayak launch area, selective clearing around mangroves				
Address: 2630 S Daytona Ave, Flagler Beach, FL 32136				
Contracting Agency/Client: City of Flagler Beach				
Contact Name and Phone #: Penny Overstreet, 386-517-2000 ext. 233				
Contact Email Address and Fax #: POverstreet@cityofflaglerbeach.com				
Contract Amount: $ 469,436	Start Date:	Jun 2022	End Date:	Sept 2022

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Construct Co intends to self perform the scope of work. Testing and survey subcontractor work accounts for less than 5% of contract value.

Required Form: Designated List of Subcontractors
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

ADDENDUM 1
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
JANUARY 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question: What is the budget/ engineer estimate?**

   Answer: $1.4 million

2. **Question: What is the project duration? Substantial and Final Completion.**

   Answer: The Contractor agrees to commence work within Ten (10) calendar days after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty (150) Contractor's consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

3. **Question: Can you confirm that Davis-Bacon Act applies to this project and if so, please provided the applicable Wage Determination Information**.

   Answer: The Davis-Bacon Act does not apply to this project.

4. **Question: Please confirm that Builders Risk will be required for this project?**

   Answer: Yes, Builders Risk will be required.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Lindsey Buchanan Proposer Signature: _____

Construct Co Inc

Firm Name (Please Print)

ADDENDUM 2
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
JANUARY 27, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Recording: The recording for the January 23rd Prebid meeting is provided.

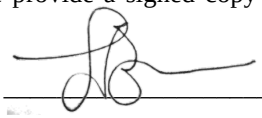
Clarification: Clarification for question two (2) to on Addendum one (1) 1 is provided below:

- **Question:** What is the project duration? Substantial and Final Completion.

  Answer: The Contractor agrees to commence work within Ten (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Fifty (150) consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Lindsey Buchanan Proposer Signature: 

Construct Co Inc

Firm Name (Please Print)

ADDENDUM 3
ITB 06-25-CIP: North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
February 6, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 3 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised Timeline:

Bid Due Date: Prior to 5:00 pm on February 19, 2025
Bid Opening: 9:00 am on February 20, 2025
Microsoft Teams
Meeting ID: 270 252 917 596
Password: hh3Az2AX

Dial by Phone: 786-636-1338
Conference id: 914 504 196#

Recommendation to Commission: March 25, 2025

- **Please note, an additional addendum will be posted providing responses to recently received questions.**

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Lindsey Buchanan Proposer Signature: _____

Construct Co Inc
Firm Name (Please Print)

ADDENDUM 4
ITB 06-25-CIP: North Causeway Boat Ramp:
Dock & Amenity Improvements, Phase 1
February 11, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 4 to ITB 06-25-CIP, **North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1,** issued January 13, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment: Revised Plans

Questions/Answers:

1. **Question:** Upon excavation from the dredging where do we place the spoils temporarily to dry before we load and haul them off to their permanent designated locations?

   Answer: The dredged materials will be dewatered at the final disposal site. The contractor shall implement best management practices to minimize loading and prevent spills.

2. **Question:** We understand that your project specifies concrete floating docks, and we would like to inquire whether our aluminum-framed docks could be considered an approved equal. Aluminum-framed floating docks are designed to offer exceptional durability, stability, and versatility, while providing several advantages over traditional concrete docks, such as reduced weight, easier installation, and lower maintenance requirements.

   Answer: Aluminum frame docks will not be accepted.

3. **Question:** Refer to C-07, are dredge materials to be placed as a berm as shown in the berm cross-section detail?

   Answer: The dredge material shall be placed as shown in the construction plans. The berm cross-section detail on sheet C-07 depicts the maximum height, slopes, and widths.

4. **Question:** Refer to C-10, Different lengths are listed for the 14" square prestressed concrete pile. Text indicates length = 30'-0", Pile table indicates 34"-0'. Please confirm the length of all concrete piles is to be 34'-0".

   Answer: Please see revised plans included in this response. The 14” square prestressed concrete piles shall be 34’-0” in length.

5. **Question:** Refer to C-14 and C-15. different lengths are listed for the timber pies. C-14 states timber piles to be 30'-0" while C-15 shows timber piles to be 40'-0". Please confirm the length of all timber piles is to be 30'-0".

   Answer: Please see revised plans included in this response. The timber piles shall be 30’-0” in length.

6. **Question**: If carriage bolts are unavailable for the rail to post connections, what is an acceptable alternative?

   Answer: Contractor shall submit an alternate product that is of equivalent or greater strength and material properties.

7. **Question:** What is the hardware connection/detail for the timber dock to concrete grade beam?

   Answer: Please see revised plans included in this response.

8. **Question:** We assume vibration monitoring will only be required during the piling work. Please confirm

   Answer: Vibration monitoring shall be required throughout pile installation work.

9. **Question:** Given the scope of work, please confirm a general contractor's license is required.

   Answer: A general contractor’s license is required.

10. **Question:** Will the building permit fees be waived? If no, who is responsible for permit fees?

    Answer: No. The contractor is responsible for any federal, state, and local permitting fees, as all work associated with the applications and obtaining all necessary permits.

11. **Question:** Will the City allow time for submittals and procurement of the concrete floating docks prior to Notice to Proceed for construction? (150 calendar days in not realistic to procure and install concrete floating docks.)

    Answer: The Contractor is responsible for making a reasonable effort to furnish and install concrete floating docks in a timely matter; the contractor shall communicate the time needed to procure and install the concrete floating docks with the Engineer of record and the City of New Smyrna Beach. Reasonable accommodations shall be made as needed for procurement of the concrete floating docks, and can be discussed with the City upon award of bid.

12. **Question:** Will the city consider adding to the scope of work to include replacing the currently underwater gangway that is located between the proposed floating docks C and D?

    Answer: These components are currently not in this project’s scope of work.

13. **Question:** Will the city consider adding to the scope of work to include replacing the fixed timber dock that is slated to remain, located to the right of proposed floating dock D?

    Answer: These components are currently not in this project's scope of work.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Lindsey Buchanan Proposer Signature: 

Construct Co Inc

Firm Name (Please Print)

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 07, 2025
Secretary of State
8062876296CC

DOCUMENT# P99000050586

Entity Name: CONSTRUCT CO. INC.

Current Principal Place of Business:

931 DENNIS AVE
ORLANDO, FL 32807

Current Mailing Address:

POBOX 536488
ORLANDO, FL 32853 US

FEI Number: 59-3591183

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BUCHANAN, BASIL S
931 DENNIS AVE
ORLANDO, FL 32807 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	BUCHANAN, BASIL S	Name	BUCHANAN, LINDSEY
Address	931 DENNIS AVE.	Address	POBOX 536488
City-State-Zip:	ORLANDO FL 32807-5120	City-State-Zip:	ORLANDO FL 32853

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BASIL S BUCHANAN PRESIDENT 01/07/2025

Electronic Signature of Signing Officer/Director Detail — Date

SAM.GOV®

CONSTRUCT CO INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
ELRND86NG8A7	**6MLZ5**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Feb 13, 2025**	
Physical Address	Mailing Address	
1510 E Colonial DR STE 300 **Orlando, Florida 32803-4725** **United States**	**931 Dennis AVE.** **Orlando, Florida 32807-5120** **United States**	

Business Information

Doing Business as	Division Name	Division Number
CONSTRUCT CO MARINE	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 10	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 16, 2024	**Feb 14, 2024**	**Jan 10, 2012**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 1, 1999	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6MLZ5

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********69**

Lock Box Number
(blank)

Financial Institution
FIRST HORIZON BANK

Account Number
*********07**

Automated Clearing House

Phone (U.S.)
4076226626

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
4076226625

Remittance Address

LINDSEY BUCHANAN
931 Dennis AVE.
Orlando, Florida 32807
United States

Taxpayer Information

EIN
*******1183**

Type of Tax
Applicable Federal Tax

Taxpayer Name
CONSTRUCT CO INC

Tax Year (Most Recent Tax Year)
2011

Name/Title of Individual Executing Consent
Accounts Manager

TIN Consent Date
Feb 14, 2024

Address
931 Dennis AVE
Orlando, Florida 32807

Signature
LINDSEY BUCHANAN

Points of Contact

Accounts Receivable POC

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

Electronic Business

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

931 Dennis AVE.
Orlando, Florida 32807
United States

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

931 Dennis AVE.
Orlando, Florida 32807
United States

Government Business

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

931 Dennis AVE.
Orlando, Florida 32807
United States

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

931 Dennis AVE.
Orlando, Florida 32807
United States

Past Performance

LINDSEY Buchanan
lindsey@constructco-inc.com
4072825340

931 Dennis AVE
Orlando, Florida 32807
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

CONSTRUCT CO.

January 1, 2020

CORPORATE RESOLUTION
OF
CONSTRUCT CO, INC.

We, the undersigned, being the Owner of Construct Co, Inc., organized and existing under the laws of Florida, and having its principal place of business at 1510 E Colonial Dr., STE 300, Orlando FL 32803 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting held and convened on January 1, 2020, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved:

Lindsey Buchanan is the Vice President of Construct Co, Inc. and as such has express authority to execute proposals, bid submissions and contract documents on behalf of Construct Co, Inc.

Signed,

Sealed

Basil S Buchanan
President
Construct Co Inc

CITY OF NEW SMYRNA BEACH, FLORIDA
ITB 06-25-CIP: NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS PHASE 1
Reference Questionnaire for: _____

Name and title of Individual completing this form: Jon Walsh, Coastal Div. Construction Manager

Name of Organization: Volusia County

Telephone Number: 386-248-8072 Email Address: JDWalsh@volusia.org

Dates of services received: March 2024-December 2024

Description of services provided by the above-mentioned firm to your organization: _____

Restoration of 200LF of concrete seawall with alum railing, concrete plaza promenade, new ADA timber dune walkover, reestablishment of water and power utilities to the building, bollard lighting and landscaping

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the responsiveness and how well the contractor communicated significant issues or concerns with you.	
2	Rate how well the contractor stayed within the budget.	
3	Rate the quality of work provided by the contractor.	
4	Rate the timeliness of service provided by the contractor.	
5	Rate your level of overall satisfaction with the contractor/vendor at the completion of your project.	

Did the contractor/vendor stay within budget: _____

Were change orders necessary, and if so, how many and the reasons why? _____

_____

_____

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Reference attached

Please email this completed survey to: purchasing@cityofnsb.com by 5 PM on February 12, 2025

Volusia County
FLORIDA

Coastal Division

Letter of Reference

TO: Lindsey Buchanan **DATE:** February 4, 2025

FROM: Jon Walsh
Coastal Division Construction Manager

RE: Edwin W Peck Sr. Park Storm Repairs a $1,238,625.00 project
Dates of Service March 2024 through December 2024

Volusia County Coastal Division partnered with Construct Co Inc. for the Hurricane Nicole Storm Damage Repair Project at Edwin W Peck Sr. Park. This project included restoration of 200ft of seawall, aluminum guardrail, colored concrete promenade, ADA timber dune walkover, reestablishment of water and power utilities to the building, installation of bollard lighting, irrigation system and site restoration. Construct Co. Inc. is a top tier construction company that performs at the highest level of expertise and professionalism. They excelled on this project, and I would recommend them for future projects.

CITY OF NEW SMYRNA BEACH, FLORIDA
ITB 06-25-CIP: NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS PHASE 1
Reference Questionnaire for: Construct Co Inc

Name and title of Individual completing this form: Penny Overstreet, City Clerk

Name of Organization: City of Flagler Beach

Telephone Number: 386-517-2000 ext. 233 Email Address: POverstreet@cityofflaglerbeach.com

Dates of services received: June 2022 – September 2022

Description of services provided by the above-mentioned firm to your organization:

Installation of 460 LF x 6' wide elevated boardwalk, 16'x12' elevated observation deck, 6' wide crushed shell pathway, 40'x50' tidal pool kayak launch area, ADA parking space and ancillary park equipment. Additional work selective clearing.

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the responsiveness and how well the contractor communicated significant issues or concerns with you.	
2	Rate how well the contractor stayed within the budget.	
3	Rate the quality of work provided by the contractor.	
4	Rate the timeliness of service provided by the contractor.	
5	Rate your level of overall satisfaction with the contractor/vendor at the completion of your project.	

Did the contractor/vendor stay within budget: _____

Were change orders necessary, and if so, how many and the reasons why? _____

_____

_____

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by 5 PM on February 12, 2025

City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

February 4, 2025

Subject: Reference for Construct Co., Inc.

To Whom it may Concern:

I served as the Project Manager on a few City Projects built by Construct Co., Inc., one being Pal & Irma Parker Park and Kayak Launch - Phase I. The project was the development of a passive city park, on flood prone property the city purchased to limit the non-pervious building in the area and create a natural water retention for percolation. The project included the installation of four hundred sixty linear feet of a six-foot-wide elevated boardwalk, a sixteen by twelve foot elevated observation deck, six-foot- wide crushed shell pathway, a forty by fifty foot tidal pool kayak launch area, ADA parking space and ancillary park equipment, including directional, educational and regulatory signage, as well as selective clearing to beautify the nature path and boardwalk areas.

The project cost totaled $469,436.00 and was constructed between the dates of June and September 2022. There were several change orders associated with the project, but they were Value Engineering Proposals at the request of the city and included direct purchases and changes in material such as composite in place of timber decking, along with requested signage and a turnaround area. Construct Co. was quite agreeable and reasonable in negotiating cost and time for these change orders. The project was completed without delay and no liquidated damages were assessed.

Construct Co. has been awarded other project by the city including, repair of our iconic Atlantic Ocean Pier, reconstruction of dune walkovers damaged by hurricanes, construction of a deck area at our Pier Restaurant. The quality of their work and craftsmanship has been top notch on each project they have completed for the city. I would not hesitate to engage with Construct Co again. Lindsey and Shawn are professionals and were responsive to our requests.

Please feel free to contact me for further information regarding this project.

Sincerely,

Penny Overstreet, CMC
City Clerk
poverstreet@cityofflaglerbeach.com

CITY OF NEW SMYRNA BEACH, FLORIDA
ITB 06-25-CIP: NORTH CAUSEWAY BOAT RAMP: DOCK & AMENITY IMPROVEMENTS PHASE 1
Reference Questionnaire for: _____

Name and title of Individual completing this form: Morgan Hughes, Project Manager

Name of Organization: St. Johns County

Telephone Number: 904-315-7267 Email Address: mhughes@sjcfl.us

Dates of services received: October 2023 – March 2024

Description of services provided by the above-mentioned firm to your organization: _____

Installation of approximately 172 linear feet of steel sheet pile with reinforced concrete cap and additional revetment.

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the responsiveness and how well the contractor communicated significant issues or concerns with you.	
2	Rate how well the contractor stayed within the budget.	
3	Rate the quality of work provided by the contractor.	
4	Rate the timeliness of service provided by the contractor.	
5	Rate your level of overall satisfaction with the contractor/vendor at the completion of your project.	

Did the contractor/vendor stay within budget: _____

Were change orders necessary, and if so, how many and the reasons why? _____

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Attached letter

Please email this completed survey to: purchasing@cityofnsb.com by 5 PM on February 12, 2025

Construct Co Inc

1510 E Colonial Dr.

STE 300, Orlando, FL 32803

To Whom it may Concern,

I am pleased to provide this letter of recommendation for Construct Co Inc., recognizing their outstanding performance and professionalism during the project life of October 2023 – March 2024. Throughout our engagement with them for the Porpoise Point Shore Protection project, they consistently demonstrated exceptional quality workmanship, strong project management, and a commitment to excellence. The installation of approximately 172 linear feet of steel sheet piling with a reinforced concrete cap and additional revetment provides additional storm surge protection for the community and heightened level of resiliency.

Construct Co Inc. successfully delivered our project under budget at $754,350, while maintaining the highest standards of quality control. Their attention to detail, efficiency in execution, and strategic planning ensured that every phase of the project was completed seamlessly. Their ability to adhere to timelines and financial constraints without compromising quality is a testament to their expertise and reliability. Not to mention their donation of 100 sea oats that were planted in conjunction with our Beaches Division.

Their professionalism and responsiveness were evident in every interaction. The team was always available to address concerns, adapt to changes, and provide insightful solutions. Their well-structured operational approach ensured smooth coordination between stakeholders, minimizing disruptions and maximizing efficiency.

Beyond their technical capabilities, Construct Co Inc. upholds strong community relations**.** They demonstrated a deep understanding of the local environment, fostering positive relationships with the local residents and businesses. Their respect for community concerns and proactive communication helped ensure a harmonious construction process.

I highly recommend Construct Co Inc. for any project requiring top-tier workmanship, cost efficiency, and a professional approach**.** Their dedication to excellence makes them a trusted partner in the industry. Please feel free to contact me if you require further details.

Sincerely,

Morgan A Hughes

Project Manager, Coastal Management

mhughes@sjcfl.us | (904)209-2405

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCHANAN, BASIL SHAWN

CONSTRUCT CO INC
931 DENNIS AVE
ORLANDO FL 32807

LICENSE NUMBER: CGC1516163

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

My Company Profile

Company Information

Company Name
Construct Co Inc

Doing Business As (DBA) Name
Construct Co Inc.

Company ID
884672

Enrollment Date
Jun 11, 2015

Employer Identification Number (EIN)
593591183

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
10 to 19

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
1510 E Colonial Dr
STE 104
Orlando, FL 32803

Mailing Address
1510 E Colonial Dr
STE 104
Orlando, FL 32803

Edit Company Addresses

Hiring Sites

⚠ We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites
1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:
Verify Its Own Employees

Memorandum of Understanding
View Current MOU

BID BOND

Bond # BND1011386-00

KNOW ALL MEN BY THESE PRESENTS, that we Construct Co., Inc. ,

(hereinafter called Principal) and Fair American Insurance and Reinsurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of New York, with its principal offices in the City of New York, NY, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount of Bid Dollars ($ 10% of Amount of Bid), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 12th day of February, 2025.

Construct Co., Inc. BASIL BUCHANAN PRESIDENT
Principal

By _____

Fair American Insurance and Reinsurance Company
Surety

By _____
Jason S. Centrella, Attorney-in-Fact

ATTEST:

_____
(SEAL) Jennifer Powers, Witness

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ALTMAN NOTARY PUBLIC STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 12th day of February, 2025.

_____
Christopher O'Gwen, President and CEO

Bond # BND1011386-00

No. **9100**

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

165 Broadway, New York, New York 10006

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$	6,778,580
Cash and Cash Equivalents		5,804,372
Short Term Investments		225,725,495
Receivable For Securities		7,875
Investment Income Due and Accrued		105,762
Uncollected Premiums and Agents Balances in the Course of Collection		44,127,432
Reinsurance Recoverable on Loss Payments		6,245,148
Net Deferred Tax Asset		1,725,060
Receivable From Parent, Subsidiaries and Affiliates		1,349,503
Other Assets		7,697,415
TOTAL ASSETS	$	299,566,643

LIABILITIES, SURPLUS & OTHER FUNDS

Losses	$	14,380,745
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		6,245,148
Loss Adjustment Expenses		580,768
Commissions Payable, Contingent Commissions and Other Similar Charges		1,455,351
Other Expenses (Excluding Taxes, Licenses and Fees)		6,677,225
Taxes, Licenses and Fees (excluding Federal and Foreign Taxes)		6,559,926
Unearned Premiums		4,926,359
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)		37,065,533
Funds Held by Company Under Reinsurance Treaties		2,595,140
Payable to Parent, Subsidiaries and Affiliates		4,521,459
Federal and Foreign Income Taxes		999,498
Other Liabilities		2,848,921
TOTAL LIABILITIES		88,856,073
Common Capital Stock		5,000,000
Aggregate Write-ins		-
Gross Paid-in and Contributed Surplus		88,227,719
Unassigned Funds (Surplus)		117,482,851
Surplus as Regards Policyholders		210,710,570
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$	299,566,643

I, Brian Gallahue, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023 as reflected by its books and records and as reported in its statement on file with New York State Department of Financial Services.

NOTARIZED:

State of New York County of New York on 7th day of May, 2024.

My commission expires 1-10-2028

Angelica Jones
Notary

ANGELICA JONES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JO0019707
Qualified in Kings County
My Commission Expires 1-10-2028

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 7th day of May, 2024.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

Senior Vice President and Chief Financial Officer

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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, 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 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements 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 or national origin.

3. 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.

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 affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor**."** ***Contractor must complete enclosed certification***

2. **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.

3. **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.

4. **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.

5. **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 ofthe Environmental Protection Agency (EPA).

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

7. **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. ***Contractor must complete enclosed certification***

8. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area □rms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

9. **Procurement of recovered materials. See 2 CFR 200.323.**

   A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 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.

10. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

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

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).

Telecommunications or video surveillance services provided by such entities or using such equipment.

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.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

11. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

12. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

13. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

14. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

15. Access to Records

The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.

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.

16. Compliance with Federal Law, Regulation and Executive Orders

The Contractor agrees to comply with all applicable federal law, regulations and executive orders.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

19. Termination By Contractor For Cause

(a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

20. Termination By The City For Convenience And Without Cause

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 order 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.

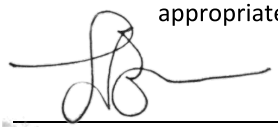
8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive 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.



Signature of Contractor's Authorized Official

Lindsey Buchanan, Vice President

Name and Title of Contractor's Authorized Official

02/18/25

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

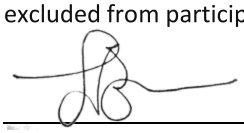
DEBARMENT/SUSPENSION CERTIFICATION

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 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor Construct Co Inc certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Lindsey Buchanan, Vice President

Name and Title of Contractor's Authorized Official

02/18/25

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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BYRD ANTI-LOBBYING CERTIFICATION

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 Construct Co Inc 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

Lindsey Buchanan, Vice President

Name and Title of Contractor's Authorized Official

02/18/25

Date

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

BID BOND

Bond # BND1011386-00

KNOW ALL MEN BY THESE PRESENTS, that we Construct Co., Inc. ,

(hereinafter called Principal) and Fair American Insurance and Reinsurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of New York, with its principal offices in the City of New York, NY, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount of Bid Dollars ($ 10% of Amount of Bid), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 12th day of February, 2025.

Construct Co., Inc. BASIL BUCHANAN

Principal PRESIDENT

By _____

Fair American Insurance and Reinsurance Company

Surety

By _____

Jason S. Centrella, Attorney-in-Fact

ATTEST:

_____

(SEAL) Jennifer Powers, Witness



Detail by FEI/EIN Number

Florida Profit Corporation
CONSTRUCT CO. INC.

Filing Information

Document Number	P99000050586
FEI/EIN Number	59-3591183
Date Filed	06/01/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/05/2010

Principal Address

931 Dennis Ave
ORLANDO, FL 32807

Changed: 02/09/2023

Mailing Address

PO Box 536488
ORLANDO, FL 32853

Changed: 02/09/2023

Registered Agent Name & Address

BUCHANAN, BASIL S
931 Dennis Ave
ORLANDO, FL 32807

Address Changed: 02/09/2023

Officer/Director Detail

Name & Address

Title President

BUCHANAN, BASIL S
931 DENNIS AVE.
ORLANDO, FL 32807-5120

Title VP

Buchanan, Lindsey
PO Box 536488
ORLANDO, FL 32853

Annual Reports

Report Year	Filed Date
2023	02/09/2023
2024	02/19/2024
2025	01/07/2025

Document Images

01/07/2025 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- ANNUAL REPORT	View image in PDF format
02/09/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
12/09/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
02/01/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
03/29/2013 -- ANNUAL REPORT	View image in PDF format
03/27/2012 -- ANNUAL REPORT	View image in PDF format
05/03/2011 -- ANNUAL REPORT	View image in PDF format
10/05/2010 -- REINSTATEMENT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
02/14/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
05/05/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
07/08/2002 -- ANNUAL REPORT	View image in PDF format
04/25/2002 -- Name Change	View image in PDF format
04/18/2001 -- ANNUAL REPORT	View image in PDF format
05/22/2000 -- ANNUAL REPORT	View image in PDF format
06/01/1999 -- Domestic Profit	View image in PDF format

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ALTMAN NOTARY PUBLIC STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 12th day of February, 2025.

_____
Christopher O'Gwen, President and CEO

Bond # BND1011386-00

No. **9100**

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

165 Broadway, New York, New York 10006

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	$	6,778,580
Cash and Cash Equivalents		5,804,372
Short Term Investments		225,725,495
Receivable For Securities		7,875
Investment Income Due and Accrued		105,762
Uncollected Premiums and Agents Balances in the Course of Collection		44,127,432
Reinsurance Recoverable on Loss Payments		6,245,148
Net Deferred Tax Asset		1,725,060
Receivable From Parent, Subsidiaries and Affiliates		1,349,503
Other Assets		7,697,415
TOTAL ASSETS	$	299,566,643

LIABILITIES, SURPLUS & OTHER FUNDS

Losses	$	14,380,745
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		6,245,148
Loss Adjustment Expenses		580,768
Commissions Payable, Contingent Commissions and Other Similar Charges		1,455,351
Other Expenses (Excluding Taxes, Licenses and Fees)		6,677,225
Taxes, Licenses and Fees (excluding Federal and Foreign Taxes)		6,559,926
Unearned Premiums		4,926,359
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)		37,065,533
Funds Held by Company Under Reinsurance Treaties		2,595,140
Payable to Parent, Subsidiaries and Affiliates		4,521,459
Federal and Foreign Income Taxes		999,498
Other Liabilities		2,848,921
TOTAL LIABILITIES		88,856,073
Common Capital Stock		5,000,000
Aggregate Write-ins		-
Gross Paid-in and Contributed Surplus		88,227,719
Unassigned Funds (Surplus)		117,482,851
Surplus as Regards Policyholders		210,710,570
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$	299,566,643

I, Brian Gallahue, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023 as reflected by its books and records and as reported in its statement on file with New York State Department of Financial Services.

NOTARIZED:

State of New York County of New York on 7th day of May, 2024.

My commission expires 1-10-2028

Angelica Jones
Notary

ANGELICA JONES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JO0019707
Qualified in Kings County
My Commission Expires 1-10-2028

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 7th day of May, 2024.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

Senior Vice President and Chief Financial Officer

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 06-25-CIP

North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1

RESPONSE DEADLINE: February 19, 2025 at 5:00 pm

Report Generated: Tuesday, March 11, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Construct Co, Inc.	$1,353,321.00
East Coast Marine Construction & Design, Inc.	$1,366,761.5974
C&D Construction, Inc.	$1,499,860.00
Saboungi Construction, Inc.	$1,795,404.00
Bellingham Marine	$2,020,194.78
RUSH Marine, LLC.	$2,426,370.80
Underwater Engineering Services, Inc.	$2,524,195.00

AOB PHASE 1 (Table 1 of 2)

LS=Lump Sum; LF= Linear Foot; CY=Cubic Yard; SY= Square Yard; EA= Each; TN=Ton; SF= Square Foot

AOB Phase 1					Bellingham Marine		C&D Construction, Inc.		Construct Co, Inc.		East Coast Marine Construction & Design, Inc.		RUSH Marine, LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization and Demobilization	1	LS	$254,800.00	$254,800.00	$153,000.00	$153,000.00	$145,213.00	$145,213.00	$76,683.00	$76,683.00	$450,714.52	$450,714.52
X	2	Construction, As-Built, and Pre/Post Dredge Survey	1	LS	$57,095.00	$57,095.00	$25,000.00	$25,000.00	$38,501.00	$38,501.00	$39,318.00	$39,318.00	$32,101.84	$32,101.84
X	3	Demolition, Hauling, and Disposal	1	LS	$47,080.00	$47,080.00	$59,000.00	$59,000.00	$57,573.00	$57,573.00	$217,996.00	$217,996.00	$268,407.76	$268,407.76
X	4	Vibration Monitoring	1	LS	$38,640.00	$38,640.00	$23,600.00	$23,600.00	$18,798.00	$18,798.00	$16,304.00	$16,304.00	$20,880.00	$20,880.00
X	5	Environmental Compliance (Including FDOT Type II Floating Turbidity Barrier)	1	LS	$45,725.00	$45,725.00	$10,000.00	$10,000.00	$20,252.00	$20,252.00	$41,494.00	$41,494.00	$162,093.76	$162,093.76
X	6	Temporary Traffic Control	1	LS	$21,925.00	$21,925.00	$5,000.00	$5,000.00	$2,511.00	$2,511.00	$13,012.00	$13,012.00	$11,600.00	$11,600.00
X	7	Clearing, Grubbing, and Restoration	1	LS	$47,470.00	$47,470.00	$6,000.00	$6,000.00	$18,743.00	$18,743.00	$40,061.00	$40,061.00	$13,961.76	$13,961.76

AOB Phase 1					Bellingham Marine		C&D Construction, Inc.		Construct Co, Inc.		East Coast Marine Construction & Design, Inc.		RUSH Marine, LLC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	Mechanical Dredging and Disposal of Dredged Material	440	CY	$752.65	$331,166.00	$1,260.00	$554,400.00	$100.00	$44,000.00	$293.68	$129,219.20	$422.15	$185,746.00
X	9	Fixed Timber Dock (Includes 12-Inch Round SYP Marine Grade Timber Piles)	662	SF	$584.17	$386,720.54	$60.00	$39,720.00	$346.00	$229,052.00	$199.39	$131,996.18	$676.92	$448,121.04
X	10	Aluminum Gangways (30' x 5')	6	EA	$18,493.33	$110,959.98	$19,000.00	$114,000.00	$22,523.00	$135,138.00	$20,808.00	$124,848.00	$24,048.93	$144,293.58
X	11	Concrete Floating Dock (Includes 14-Inch Square FDOT Marine Grade Concrete Piles & 12-Inch Dia. SYP Marine Grade Timber Mooring Piles)	2494	SF	$254.70	$635,221.80	$200.00	$498,800.00	$253.00	$630,982.00	$205.19	$511,743.86	$248.56	$619,908.64
X	12	Concrete Sidewalk	42	SY	$1,033.13	$43,391.46	$270.00	$11,340.00	$299.00	$12,558.00	$573.4847	$24,086.3574	$1,631.95	$68,541.90
Total						$2,020,194.78		$1,499,860.00		$1,353,321.00		$1,366,761.5974		$2,426,370.80

AOB PHASE 1 (Table 2 of 2)

LS=Lump Sum; LF= Linear Foot; CY=Cubic Yard; SY= Square Yard; EA= Each; TN=Ton; SF= Square Foot

AOB Phase 1					Saboungi Construction, Inc.		Underwater Engineering Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization and Demobilization	1	LS	$198,000.00	$198,000.00	$271,986.00	$271,986.00
X	2	Construction, As-Built, and Pre/Post Dredge Survey	1	LS	$44,000.00	$44,000.00	$194,176.00	$194,176.00
X	3	Demolition, Hauling, and Disposal	1	LS	$104,500.00	$104,500.00	$236,975.00	$236,975.00
X	4	Vibration Monitoring	1	LS	$13,200.00	$13,200.00	$50,318.00	$50,318.00
X	5	Environmental Compliance (Including FDOT Type II Floating Turbidity Barrier)	1	LS	$26,400.00	$26,400.00	$22,890.00	$22,890.00
X	6	Temporary Traffic Control	1	LS	$6,600.00	$6,600.00	$12,472.00	$12,472.00
X	7	Clearing, Grubbing, and Restoration	1	LS	$11,000.00	$11,000.00	$98,921.00	$98,921.00
X	8	Mechanical Dredging and Disposal of Dredged Material	440	CY	$925.00	$407,000.00	$486.00	$213,840.00
X	9	Fixed Timber Dock (Includes 12-Inch Round SYP Marine Grade Timber Piles)	662	SF	$384.00	$254,208.00	$574.00	$379,988.00
X	10	Aluminum Gangways (30’ x 5’)	6	EA	$16,830.00	$100,980.00	$25,776.00	$154,656.00
X	11	Concrete Floating Dock (Includes 14-Inch Square FDOT Marine Grade Concrete Piles & 12-Inch Dia. SYP Marine Grade Timber Mooring Piles)	2494	SF	$248.00	$618,512.00	$340.50	$849,207.00
X	12	Concrete Sidewalk	42	SY	$262.00	$11,004.00	$923.00	$38,766.00

AOB Phase 1					Saboungi Construction, Inc.		Underwater Engineering Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Total						$1,795,404.00		$2,524,195.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Bellingham Marine	C&D Construction, Inc.	Construct Co, Inc.	East Coast Marine Construction & Design, Inc.	RUSH Marine, LLC.	Saboungi Construction, Inc.	Underwater Engineering Services, Inc.
Public Records Act	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Professional Licenses	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	No Response	No Response	No Response	Pass	No Response	Pass	Pass

Question Title	Bellingham Marine	C&D Construction, Inc.	Construct Co, Inc.	East Coast Marine Construction & Design, Inc.	RUSH Marine, LLC.	Saboungi Construction, Inc.	Underwater Engineering Services, Inc.
Drug-Free Workplace Certification Site Information	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Required Documentation and City Required Forms	Pass			Pass	Pass	Pass	Pass
Reference Questionnaire	Pass	Pass		Pass	Pass	Pass	Pass

March 7, 2025

Jesse Kobe
Director of CIP
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: BID No. 06-25-CIP North Causeway Boat Ramp: Dock & Amenity Improvements, Ph.1

Dear Mr. Kobe,

Based on the evaluation of the bids that were submitted for the above referenced project, Dredging & Marine Consultants, LLC recommends awarding the contract to Construct Co, Inc. for the construction of this project.

Should you require additional information, please contact us. Thank you for this opportunity to be of service to the City of New Smyrna Beach and we look forward to the successful completion of the North Causeway Boat Ramp Dock & Amenity Improvements.

Respectfully,
Dredging & Marine Consultants, LLC

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **Construct Co., Inc.,** a Florida Profit corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 06-25-CIP, North Causeway Boat Ramp: Dock & Amenity Improvements, Phase 1
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 1,353,321.00

Spelled out: One million three hundred fifty-three thousand three hundred twenty-one dollars and 00/100

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Fifty (150)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Construction Specifications, Drawings and Addendums
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Construct Co, Inc**
_____	_____
Authorized Signature	*Authorized Signature*
Name and Title:	Name and Title: Lindsey Buchanan, Vice President
Address:	Address: 931 Dennis Avenue Orlando, Florida 32807
_____	03/31/25
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL TO AWARD RFP 08-25-HR, COMPENSATION AND BENEFITS STUDY, TO EVERGREEN SOLUTIONS, INC.

April 8, 2025

Background:

Per the City's Personnel Policies and Procedures, Section VI Salary and Compensation Plan, E. Amendments "...in an effort to maintain the utmost integrity in the city's salary/compensation plan, every three years, the city shall engage the services of an independent professional to review and recommend any changes to the plan."

The City issued a Request for Proposal (RFP 08-25-HR) for a Compensation and Benefits Study on January 21, 2025. In response to the advertisement, the City received five (5) proposals:

- Evergreen Solutions, LLC
- Gallagher Benefit Services, Inc.
- Management Advisory Group International, Inc.
- MGT Impact Solutions, LLC
- RSC Insurance Brokerage, dba: Risk Strategies Company

A committee consisting of three staff members independently reviewed each proposal. On March 3, 2025, the committee attended a virtual Teams meeting that was open to the public. During this meeting, the committee openly discussed each proposal. The scores for references and fees were not included as staff was unable to validate the references and the fee proposals were unclear.

The combined scores without those two areas are provided below:

Firm	Score	Rank
Evergreen, LLC	65.00	1
Management Advisory Group International, Inc.	58.33	2
RSC Insurance Brokerage, dba: Risk Strategies Company	58.00	3
Gallagher Benefit Services, Inc.	57.67	4
MGT Impact Solutions, LLC	56.33	5

Due to the natural break in scores, it was a consensus of the evaluation committee that the top four (4) ranked firms be invited to present to the committee. The scores from the initial proposal evaluation did not carry forward to the presentation phase. Oral presentations provided an opportunity for the firms to provide additional information and clarify the information provided in their submittal, including fees. During the time

between the submittals and the presentations, additional references were provided. The final scores include the scores for fees and references. The top four firms presented to the committee virtually on March 11, 2025.

The final rankings, including all areas, are provided below:

Firm	Score	Rank
Evergreen, LLC	98.70	1
Management Advisory Group International, Inc.	85.05	2
RSC Insurance Brokerage, dba: Risk Strategies Company	81.00	3
Gallagher Benefit Services, Inc.	77.70	4

Each firm's presentation provided the additional information and clarification on serval areas for the submitted proposals substantiating the committee's original rankings. Evergreen, LLC received the highest scores after final scoring. The original proposal and the presentation demonstrated a clear understanding and commitment to provide the items in the scope of service requested by the City. They find that 40% of their clients become repeat customers whether in subsequent studies or additional human resource consulting opportunities. Many of their top leaders are respected in their field and requested to make presentations at national conferences on compensation and benefits. Evergreen uses a project management philosophy when performing their studies to ensure the project defines and meets goals, objectives, and timelines. The steps they would follow for our study were clearly defined and laid out in a timeline that fits the desire of the city with the final goal to help the city build a compensation philosophy and strategy tied to our strategic goals. They assist in designing an overall compensation package that includes total cash and total compensation details.

Evergreen, LLC was deemed the most responsive and responsible firm meeting the specifications within the RFP. It was a consensus of the committee that the top ranked firm be recommended the award of the contract - Evergreen, LLC.

Fiscal Analysis:

The total cost of the contract is $35,500. If awarded, the budget change would be presented at a future meeting.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

January 14 2025 Staff Report and SOA.pdf
RFP 08-25-HR Compensation Study.pdf
Proposal - Risk Strategies.pdf

Proposal - Evergreen Agenda.pdf
Proposal - Gallagher.pdf
Proposal - MGT.pdf
Phase 1 Evaluation Tabulation.pdf
Proposal - Management Advisory Group.pdf
Notice of Presentations.pdf
Presentation Evergreen.pdf
Presentation Evergreen Confirmed Fee Proposal.pdf
Presentation Gallagher.pdf
Presentation Management Advisory Group.pdf
Presentation Risk Strategies.pdf
Phase 2 Evaluation Tabulation.pdf
Reference Scores w forms.pdf
Evergreen complete package.pdf

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CONSIDER THE APPROVAL OF THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR A FULL COMPENSATION AND BENEFITS SURVEY FOR ALL POSITIONS AND EMPLOYEES OF THE CITY.

January 14, 2025

Background:

The City's position classification plan provides a systematic arrangement and inventory of all positions. The plan groups the various positions into classes indicative of the range of duties, responsibilities, and the level of work performed. The class titles standardize the meaning, allocation, and usage of the plan based upon the similarity of the work and duties performed. The salary/compensation plan is directly related to the classification plan and provides the basis of compensation for employees in each class and position. The Human Resources Director is tasked with maintaining the classification plan so that it will reflect the duties performed and the class to which each position is allocated. The HR Director prepares the salary/compensation plan for the classes. This is approved by the City Manager and part of the approved budget each fiscal year.

Amendments to the salary/compensation plan are considered by the HR Director and approved by the City Manager when changes in responsibilities, availability of labor supply, prevailing rates of pay in the market, or other pertinent considerations apply. In addition, per the City's Personnel Policies and Procedures, Section VI Salary and Compensation Plan, E. Amendments "...in an effort to maintain the utmost integrity in the city's salary/compensation plan, every three years, the city shall engage the services of an independent professional to review and recommend any changes to the plan."

In 2020, through RFP process, the City engaged with Evergreen Solutions to conduct a salary/benefits study. The full scope of the work included the following:

1. Conduct a comprehensive evaluation of the City’s Pay Plan and compensation policies
as they relate to an estimated 105 classifications, involving approximately 205 full-time employees and 23 part-time employees.
2. Evaluate existing pay policies and practices.
3. Conduct a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Conduct personal interviews with employees, supervisors, and directors, as needed.
4. Determine if job classifications are in compliance with federal and state laws including
proper designation of classifications as “exempt” vs. “non-exempt”.

5. Conduct a comprehensive compensation survey of those entities considered as the appropriate labor market within the City's competitive area, to include employer provided
benefits.

The following are core jurisdictions for surveying:

Daytona Beach	Daytona Beach Shores
South Daytona	Palm Coast
DeLand	Deltona
DeBary	Edgewater
Holly Hill	Ormond
Ponce Inlet	Port Orange
Volusia County	

The study began just before the onset of the COVID pandemic and the final report was made available late that year. Changes recommended through the study were implemented retroactively to the three bargaining units and non-bargaining employees. This included classification, position title, and pay rate changes throughout the City's classification plan and salary/compensation plan.

Staff recommends the Commission consider and approve the issuance of RFP for a new classification, salary, and benefit study to provide information and recommendation to amendments to the City's classification plan and salary/compensation plan, as well as benefits offered. During this year, the City will engage in union negotiations with our two bargaining units as both contracts expire on September 30, 2025. In addition, over the last four years, we have experienced drastic changes in the market pay rates for most of the classes and positions in the City. The information gathered through the study will allow the HR Director and City Manager to evaluate each class and position to recommend and budget for appropriate changes as required.

Fiscal Analysis:

Fiscal impact is contingent upon the contract awarded.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

[B] Draft_Agreement.pdf
RFP-08-25-HR Compensation and Benefits Study w attachments.pdf

City Commission Regular Meeting
Tuesday, January 14, 2025 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland opened the meeting at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Lisa Martin, Commissioner Brian Ashley, Commissioner Valli Perrine, and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper reported that Consent Agenda item 7.A Resolution No. 01-25: Consider the adoption of a Resolution, which if , was moved to Administrative Item 8.C and that Item 9.C – Ordinance No. 60-24 was withdrawn from the agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Mr. Reggie Beverly for his contributions to the City of New Smyrna Beach and the Community

The City Commission presented a proclamation to Reggie Beverly.

5. CITY MANAGER'S REPORT

5.A City Manager's Report.

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Resolution No. 01-25: Consider the adoption of a Resolution, which if approved, would establish the Charter Review Committee.
No action; item moved to Administrative Item 8.C

7.B Consider the adoption of the City Commission minutes from the regular meeting held on December 10, 2024.
Unanimously adopted

7.C Consider the approval to award RFP 27-24-HR, Benefit Insurance Agent of Record to Brown and Brown Insurance Services, Inc.
Unanimously approved, with Commissioner McGuirk recused from the vote

7.D Consider the approval of the issuance of a Request for Proposal (RFP) for a full compensation and benefits survey for all positions and employees of the City.
Unanimously approved

7.E Consider the approval for the Street Resurfacing schedule for Fiscal Year 2024/25 and approval of a "Piggyback" Contract with Masci General Contractor, Inc.
Unanimously approved

7.F Consider the approval of utilizing the City of New Smyrna Beach Law Enforcement Trust Fund Account to purchase parts to bring thirteen non-functional Automated External Defibrillators (AEDs) into service for NSBPD Police Officer use.
No action; item deferred

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Approval of a Real Estate Purchase Agreement for a Turnbull Creek Conservation lands owned by Platinum Properties
Unanimously approved

8.B Review a request from the New Smyrna Beach Municipal Golf Course to have a local landmark sign installed.
Unanimously approved

8.C Resolution No. 01-25: Consider the adoption of a Resolution, which if approved, would establish the Charter Review Committee.
Unanimously adopted, as amended, to include an eleven-member committee, with each commissioner appointing two citizens from their respective zones, and the mayor appointing three members at large

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. SE-4-24, which if approved, would allow a Pain Management Clinic as a special exception use in the B-6A Limited Medical-Professional District for the property located at 245 N. Causeway.
Unanimously approved

9.B Ordinance No. 55-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend text to Article III of the Land Development Regulations.
Adopted 4-1 by majority vote

9.C Ordinance No. 60-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the Ardisia Community Development District (CDD) for the Ardisia Park (formerly Shell Pointe) residential subdivision Phases 1 through 4.
No action; withdrawn

9.D Ordinance No. 61-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create one text amendment to the Code of Ordinances.
Adopted 3-2 by majority vote

9.E Ordinance No. 69-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the Police Pension benefits.
Unanimously adopted

9.F Ordinance No. 70-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place.

Unanimously adopted

9.G Ordinance No. 01-25: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve the second extension of the temporary moratorium on issuance of certain building permits for Venetian Bay Phase II.

Unanimously adopted on First Reading. The Second Reading and Public Hearing will be held on January 28, 2025.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 02-25: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would propose a small-scale Comprehensive Plan amendment changing the Future Land Use map, from Industrial Mixed Use to Industrial on approximately 1.43 + acres of vacant land located north of State Road 44, east of South Myrtle Avenue, and west of the Florida East Coast Railroad.

City Attorney Avallone read Ordinance No. 02-25, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on January 28, 2025.

10.B Ordinance No. 03-25: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would prohibit Smoking and Vaping in city parks.

City Attorney Avallone read Ordinance No. 03-25, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on January 28, 2025.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

9:16 PM

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 08-25-HR

COMPENSATION AND BENEFITS STUDY

RELEASE DATE: January 21, 2025
DEADLINE FOR QUESTIONS: February 4, 2025
RESPONSE DEADLINE: February 20, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 08-25-HR

Compensation and Benefits Study

I. Public Notice .....
II. Introduction .....
III. General Information .....
IV. Description of Services .....
V. Minimum Qualifications .....
VI. Submittal Requirements .....
VII. Insurance Requirements .....
VIII. Required Responses .....

Attachments:

A - Public Records
B - Draft Agreement
C - Require City Forms
D - Fee Proposal
E - Reference Questionnaire

I. Public Notice

RFP 08-25-HR

Compensation and Benefits Study

The City of New Smyrna Beach, Florida (the "City") is seeking proposals from qualified individuals or firms to provide Compensation and Benefits Study services as listed in the City's specifications.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Tuesday, January 21, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" "Proposer," "Respondent" and/or "Vendor," are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach currently has approximately 150 job classifications under its compensation system. There are 323 full-time employees included in the FY2025 budget. The City has two (2) unions which represent approximately 35% of the workforce. The City currently has a pay range classification plan for employees, which are normally increased each year based on Commission Approval and/or Collective Bargaining Agreement requirements.

The City of New Smyrna Beach (herein after, "City") is seeking proposals from qualified and experienced consultants with demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist the City in updating its classification

plan and developing a strategy to ensure employee's pay and benefits are at a competitive level that aligns with the results of the study.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The successful proposer will hereinafter be referred to as the "Consultant".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

Additional detailed information on the government can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	January 21, 2025
Deadline for Written Questions	February 4, 2025, 5:00pm

Proposal Submission Deadline	February 20, 2025, 5:00pm
Opening of Submittals	February 21, 2025, 9:00am Microsoft Teams Meeting: Call in (audio only) Phone number: 786-636-1338 Phone Conference ID: 515 807 17#
Evaluation Meeting	March 3, 2025, 10:00am Microsoft Teams Meeting, Call in (audio only) United States, Eastern Standard Time Phone Number: 786-636-1338 Phone Conference ID: 591 023 723#
Recommendation of award to City Commission	April 8, 2025

III. General Information

III.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

III.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.C Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

III.D City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

III.E Award of Contract and Professional Services Agreement

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Contract Term: Contract period is one hundred twenty (120) Calendar days, or less) of all tasks for the classification, compensation, and benefits study.

III.F Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review

or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

III.G Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

III.H Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in the section of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

III.I E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United

States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

III.J Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

III.K Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.L Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.M Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

III.N Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

III.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.P Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Tuesday, February 4, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.Q Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

III.R Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.S Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

III.T Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

III.U Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.V On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.W Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section 2 of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

III.X Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

III.Y Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.Z Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

III.AA Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

III.BB Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.CC Proposal Due Date

Submittals shall be received prior to 5:00 pm on Thursday, February 20, 2025. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

III.DD Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

III.EE Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

III.FF Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

III.GG Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

III.HH Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

III.II Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.JJ State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements,

please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.KK Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

III.LL Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.MM Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

IV. Description of Services

IV.A General Description of Services

The City of New Smyrna Beach is seeking proposals from qualified and experienced consultants with demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist the City in updating its classification plan and developing a strategy to ensure employee's pay and benefits are at a competitive level that aligns with the results of the study. In addition, the awarded Consultant will assist in updating information on all position descriptions including essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position.

The consultants must review all background materials provided by the City, including but not limited to organizational charts, existing pay plans, job descriptions, collective bargaining agreements, policies, budgets, and any other related information. The consultants shall establish a methodology to conduct a comprehensive employee compensation, classification, and benefits study that includes but is not limited to those areas included in the scope of service. The consultants may propose additions, alternative tasks or additional value-added activities deemed necessary to complete the scope of service.

The City's goal is to have a thorough study along with accurate job descriptions utilizing accepted best practices in the management and design of compensation and benefit systems. The City's objectives are as follows:

- Attract and retain qualified workers who will be paid equitable salaries;
- Provide equitable salaries and benefits for all employees of the City; and
- Provide the City with a salary and benefit structure that enables the City to maintain a competitive position within the same geographic area but will be financially sustainable for the long term.

It is expected that the study will recommend adjustments to the City's pay and benefit plans, to allow for appropriate compensation and benefits, rectify internal compression/equity issues along with compensation comparisons from surrounding jurisdictions and other comparators. It is the City's intent to obtain fixed price proposals from qualified firms to conduct a comprehensive compensation study.

Current Job Classifications: The City of New Smyrna Beach currently has approximately 150 job classifications under its compensation system. There are 323 full-time employees included in the FY2025 budget. The City has two (2) unions which represents approximately 35% of the workforce. The City currently has a pay range classification plan for employees, which are normally increased each year based on Commission Approval and/or Collective Bargaining Agreement requirements.

IV.B Scope of Work

The consultants shall establish a methodology to conduct a comprehensive compensation and classification study that includes but is not limited to those areas included in the scope of service. This project shall include, but is not limited to, the following: (The consultant may propose additions, alternative tasks or additional value-add activities deemed necessary to complete the scope of work, subject to the approval of the City).

Job Classifications

- Conduct a comprehensive evaluation of the City's current job classification structure, related policies and practices and provide a comparative analysis which benchmarks other similar agencies within the same geographic area.
- Conduct a comprehensive evaluation of the City's job classifications/titles as they relate to all city positions and provide recommendations to classify/reclassify positions as appropriate.
- Conduct a job audit of all positions which may include interviews with employees, managers, department directors and the human resources staff to verify and validate current job descriptions.
- Evaluate all job descriptions to include a review as they relate to Fair Labor Standards Act (FLSA) and Americans with Disabilities Act (ADA) compliance. Also include verification of the Equal Employment Opportunity (EEO) designation. Provide recommended updates and/or revisions.
- Provide recommendations for job descriptions to uniformly reflect the distinguishing characteristics; primary duties and responsibilities, minimum qualifications (education/experience and knowledge/skills/efforts), working conditions (physical demands, work environment and travel requirements), and certifications/licenses/registration requirements for classification as needed.
- Evaluate current job description template and recommend template format, content and/or revisions.
- Refine job classifications/titles to accurately represent job duties and responsibilities as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Conduct a comprehensive evaluation and comparative analysis of every job within the City to determine relative work within the organization for internal equity.
- Based upon the recommended classification grade, review existing salaries to determine proper placement within proposed classification.

Compensation and Classification

- Conduct a comprehensive compensation survey to include actual salaries, tenure in positions, supplemental pay, and benefits comparing benchmark positions with other

similar agencies, both public and private, to identify the city's competitive position in the regional central Florida labor market.

- Review the current pay grade and salary ranges of the city positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay structure [i.e., number of pay grades, including additions, deletions and/or consolidations, appropriateness of pay range spread from salary minimum to maximum and/or Market Reference Point (MRP)].
- Review existing pay practices and policies at the city and provide recommendations based upon analysis of external market competitiveness and internal equity that will allow the city to attract and retain qualified workers but is also financially sustainable.
- Conduct internal pay equity assessment based upon actual work performed as communicated by employees and managers through interviews, value of work performed to the organization, years of experience, and the length of service for all 323 employees. Identify potential pay compression issues if any and provide potential solutions and/or recommended equity adjustments.
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include estimated fiscal impact, with options for a step plan (multiple years) implementation.
- Develop guidelines to assist the city staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and marketing competitiveness.
- Develop guidelines and/or tools for assigning pay grade to future/new or reclassified positions.
- Provide methodology for maintaining and updating the proposed new/modified compensation plan. Train Human Resources personnel in the maintenance and administration of the proposed new/modified internal maintenance of the compensation plan.

Benefits

- Conduct a comprehensive benefits survey for the overall benefit package for the surveyed entities including retirement plans, paid time off, and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits.
- The recommended pay and benefits system must meet all legal requirements, be nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g. ADA, FLSA, EEO/ADA, etc.).

Recommended Report: The final recommendation report shall include, but shall not be limited to the following elements:

- Summarize methodology, techniques and data used to develop the proposed new/modified plan; outreach efforts, assessment of the City's current pay plan and pay practices and existing labor market conditions of comparable government agencies.
- Recommendations for a classification and compensation structure that reflects the city's overall classification and compensation strategies as well as accommodating for organizational change, growth and long-term financial sustainability.
- Recommend/revise pay grades and salary ranges for all existing and proposed classifications.
- Recommend a proposed implementation plan that ensures salary ranges remain competitive with reasonably similar positions in the labor market where the City recruits for employees, and which are consistent with the economic conditions of the City and surrounding comparable agencies.
- Allocate all employees included within the scope of service to an appropriate job title, pay grade and designate each job classification as either exempt or non-exempt pursuant to the requirements of the Fair Labor Standards Act (FLSA).
- Assign a salary range to each pay grade/classification included with the scope of service that reflects the results of the market survey and the analysis of the internal salary relationships.
- Individual employee analysis of current pay rate and recommendations for individual pay adjustments in accordance with recommended compensation structure comparative to the labor market and surveyed entities and considering internal equity.
- Recommend an implementation schedule that includes any fiscal impacts (short-term and long-term) of implementing the recommendations.

IV.C City of New Smyrna Beach Responsibilities

The city shall provide the awarded Consultant with all the relevant information pertaining to the City and its operations including but not limited to the following:

A. Current employee salary data
B. Current personnel policies
C. Job descriptions
D. Employee insurance categories and plan documents
E. Any additional information required for consultant to fulfill the Scope of Services

IV.D Communication Expectations, Technology, and Required Deliverables

Communication: Effective communication is the utmost importance to the success of this study. Ongoing and open communication between the designated city representative and the consultant is required from the initiation of the contract through to completion of the study.

Deliverables: Required deliverables include but not limited to:

- It is expected that the awarded proposer will provide bi-weekly verbal check-ins and monthly written detailed progress reports as well as periodically presenting the information to the City Commission throughout the process. Presentation to the City Commission may be electronically or in person as required.
- Provide a detailed final written report to the city designated representative within one hundred twenty (120) days of all tasks for the classification, compensation, and benefits study. Report to include the research performed, methodology, compensation philosophy, findings and policy update recommendations based on proposed/revised pay plan, implementation, and financial impact.
- Awarded proposer will be required to present the final completion of the study to staff and/or the City Commission.

Technology: Proposers must demonstrate technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

IV.E Contract

It is the City's intent to enter into an agreement with one company for 120 days. Contract may be extended, upon approval of the City Commission. Prices shall not increase during the term of the contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.F Compliance With Laws, Rules, and Regulations

Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Department of Insurance, which may be applicable to it. Failure or inability on the part of the Proposer to comply with such laws, rules, and regulations (including failure to obtain Department of Insurance approval for filings) shall not relieve any Respondent from its obligation to honor its Submittal and perform completely in accordance with its Submittal.

V. Minimum Qualifications

V.A Minimum Qualifications

Proposers wishing to be considered for an award of contract must meet the below minimum qualifications.

Proposers that do not meet the minimum requirements as determined by the city, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

Office: Have a staffed office within the State of Florida

Florida Division of Corporations:

- The Firm must be licensed by the State of Florida, Department of Business & Professional Regulation, and State Board of Accountancy, to practice in the State of Florida.
- The firm is independent and licensed to practice in Florida and registered through Sunbiz with an "Active" Status.

License/Certificates:

- Proposers are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
- Copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

Experience:

- Demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist a municipality in updating its classification plan and developing a strategy to ensure employees' pay and benefits are at a competitive level that aligns with the results of the study.
- At least five (5) years' experience performing surveys and analyses for public employers
- Have expertise in multi-classification systems.

VI. Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VI.A Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points Per Evaluation Committee Member
Background and Experience of the Firm	25
Skills and Credentials of the Designated Project Team	20
Scope Approach, Anticipated Timeframe, and Technological Resources	20
Fee Proposal	20
References	15
Total	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations.

VI.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.C Introduction and Management Summary

At a minimum shall include:

Cover Page: Representing the firm that is submitting a proposal.

Letter of interest: Not more than two (2) pages to include names of the individuals who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers, e-mail address, location of office(s) that will be providing the service. Include the location of your firm's main office and address of the office location that will serve the City of New Smyrna. Include key areas of the proposal and that summarizes the Firm’s experience and qualifications as to why they shall be recommended the award of contract.

Management summary: Submit a brief abstract, of not more than three (3) pages, stating the firm's understanding of the nature and scope of the services to be provided, the anticipated project approach and the firm's ability to comply with all the requirements. Information shall be signed by a corporate officer or principal, or an authorized representative of the consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the consultant that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

VI.D Background and Experience of the Firm

Provide an overview of the consulting firm, including information on size, years in business, and location of office. Submit summaries of salary surveys and comparative analyses performed by the firm within five (5) years prior to the due date of the RFP. A minimum of five years' experience is required. Proposers with experience performing these surveys and analyses for public employers will receive additional consideration in scoring. Proposers must demonstrate specific experience and expertise in multiclassification systems.

VI.E Skills and Credentials of the Designated Project Team

Provide resumes of the project team and identify similar projects (preferably those responsive to criteria no. 1 above) successfully completed by the members of the project team, indicating their role on the team, with reference contact information, demonstrating the professional skills and credentials of staff to be assigned to the study.

VI.F Scope Approach, Deliverables, Anticipated Timeframe, and Technological Resources

Approach: Describe the Proposer's approach to the performance of the study and actions anticipated to ensure all of the city's requirements are satisfied and provide an anticipated timeframe to complete the project. Additionally, provide a project schedule with major milestones noted. Describe the advanced technological resources to be used for data collection, analysis, and presentation.

Deliverables and anticipated timeframe: Provide examples of detailed reports and anticipated timeframe for verbal and written reports provided to the city designated representative. Also include proposed timeline of periodic presentations to City Commission. The city is open to considering other deliverables and timelines based on the consultant(s) resources. Any recommendations need to be provided, in detail, in the consultant(s) proposal.

Technological Resources: Provide detailed information and experience of technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

VI.G Fee Proposal

Submittals shall include a detailed fee proposal. Fee proposal shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses. Fee proposal shall include options to add or remove services that may be required along with the associated costs.

Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

The fee structure will be evaluated utilizing the equation provided in the example below. Lowest cost proposed gets total points = 20 points

Example	Submitted Fee Structure	Lowest Cost	% For Lowest	Multiplier	Points Awarded
Company A	$100,000	$100,000	100.00%	20	20
Company B	$110,000	$100,000	90.91%	20	18.18
Company C	$120,000	$100,000	83.33%	20	16.67
Company D	$130,000	$100,000	76.92%	20	15.38
Company E	$140,000	$100,000	71.43%	20	14.29

VI.H References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Tuesday, February 4, 2025, with 08-25-HR Compensation and Benefits Study in the subject line of the email.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the City must be able to contact references for verification as part of the evaluation process).

VI.I Financial Stability/Litigation

Provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of

their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Provide a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VI.J Complete Copy of Submittal

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Background and Experience of the Firm
- Skills and Credentials of the Designated Project Team
- Scope Approach, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

VII. Insurance Requirements

VII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
$1,000,000 Bodily Injury & Property Damage-each occurrence
$2,000,000 Personal & Advertising Injury-each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability
Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $3,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant.
Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder: City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

The proposer shall be responsible for subcontractors and their insurance. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses. All insurance companies must be authorized to transact business in the State of Florida. The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the proposer and/or subcontractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default. Neither approval by the City of any insurance supplied by the proposer, nor a failure to disapprove that insurance, shall relieve the proposer of full responsibility of liability, damages, and accidents as set forth herein.

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

VIII.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

VIII.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

VIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

VIII.F Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

VIII.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.H Conflict of Interest Disclosure*

PROJECT NUMBER: 08-25-HR - Compensation and Benefits Study

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration,

management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

VIII.I Introduction and Management Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Management Summary.

*Response required

VIII.J Background and Experience of the Firm *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Background and Experience of the Firm

*Response required

VIII.K Skills and Credentials of the Designated Project Team*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Skills and Credentials of the
Designated Project Team

*Response required

VIII.L Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources

*Response required

VIII.M Fee Proposal *

Upload a detailed fee proposal with no hidden fees.

*Response required

VIII.N References *

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly

within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the City must be able to contact references for verification as part of the evaluation process).

*Response required

VIII.O References *

In addition to the completed Reference Form, Proposer understands that they shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to proposal due date outlined in Section II.

☐ Please confirm
*Response required

VIII.P Financial Stability *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

VIII.Q City Required Forms *

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement

City of NSB Form: References
City of NSB Form: Signed Addendums (if applicable)
City of NSB Form: Fee Proposal
Copy of Sunbiz Registration with Active Status

*Response required

VIII.R Complete Copy of Submittal *

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Background and Experience of the Firm
- Skills and Credentials of the Designated Project Team
- Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

*Response required

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name
Compensation and Benefits Study

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **_____**, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP **08-25-HR, Compensation and Benefits Study, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for one hundred twenty (120) days, or less, of all tasks for the classification, compensation, and benefit study.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 08-25-HR, Compensation and Benefits Study, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

DRAFT

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Awarded Bid Proposal w Fee Proposal
D. Presentation of Services

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

DRAFT

Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
City of NSB Form: Fee Proposal	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

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

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ _____ (in figures)

_____

(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: _____

_____

(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: _____

_____

Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: _____

Signature of Proposer

Corporation Name & Address: _____

_____

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 08-25-HR: COMPENSATION AND BENEFIT STUDY

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate how well they communicated significant issues or concerns.	
2	Rate their understanding and ability to apply market trends.	
3	Rate timeliness of gathering and providing information.	
4	Rate how well they were able to provide a plan that adhered to any budgetary restrictions faced.	
5	Rate overall satisfaction with the process and product provided.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by February 20, 2025.

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

Firm Name (Please Print): _____

RISK strategies

GEHRING GROUP
A RISK STRATEGIES COMPANY

CITY OF NEW SMYRNA BEACH

COMPENSATION & BENEFITS STUDY
RFP NO. 08-25-HR

Due Date: Thursday, February 20, 2025 at 5:00 p.m.

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797
Email: cindy.thompson@gehringgroup.com

Supporting the Public Sector our communities rely on.












Table of Contents

Tab A: Letter of Interest 3

Tab B: Management Summary 6

Tab C: Background & Experience of Firm 9

Tab D: Skills & Credentials of Designated Project Team 13

Tab E: Scope Approach, Deliverables, Anticipated Timeframe, & Technological Resources 16

Tab F: Fee Proposal 21

Tab G: References 22

Tab H: Financial Stability/Litigation 24

Tab I: Required Forms 25

Bid/Proposal Response Form
Authorized Signatures/Negotiators
Vendor Information Form
Vendor Summary Form
Completed W-9
Statement of Insurance Compliance
Public Entity Crime Information Sheet
Disputes Disclosure Form
Drug-Free Workplace Certification Form
Sworn Statement on Public Entity Crimes
Non-Collusion Affidavit
E-Verify Form
Human Trafficking Affidavit
Conflict of Interest Affidavit
Certification of Prohibition Against Contracting with Scrutinized Companies
Acknowledgment of Smoke Free Workplace
References Form
Addendum #1 dated January 28, 2025 (signed)
Addendum #2 dated February 5, 2025 (signed)
Sunbiz.Org Registration with Active Status
Fee Proposal (**see Tab "F" below**)

Tab J: Exhibits 53

Exhibit 1 ..... Case Study
Exhibit 2 ..... Communication Template
Exhibit 3 ..... Job Assessment Tool
Exhibit 4 ..... Sample Market Data Review Report
Exhibit 5 ..... Sample Job Description
Exhibit 6 ..... Sample Final Presentation

Tab A: Letter of Interest

Letter of Interest: Not more than two (2) pages to include the names of the individuals who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers, email address, location of office(s) that will be providing the service. Include the location of your firm's main office and address of the office location that will serve the City of New Smyrna. Include key areas of the proposal that summarizes the Firm's experience and qualifications as to why they shall be recommended the award of contract.

See letter of interest immediately below.

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 19, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: **RFP # 08-25-HR – Compensation & Benefits Study**

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company (Tax ID: 16-1689464), is pleased to provide this proposal in response to the City of New Smyrna Beach's (the "City") RFP # 08-25-HR for Compensation and Benefits Study. Through our extensive experience over the past 30+ years serving as public sector consultant for over 140 Florida public sector entities, we are confident that our firm will offer hands-on public sector experience, and an unparalleled service standard with our ongoing goal of not merely meeting the City's needs but exceeding its expectations. Our team of experienced HR consultants is well equipped to successfully execute the tasks outlined in the scope of this RFP, not only meeting expectations but exceeding the City's expectations.

Gehring Group has grown to become one of the most respected consulting agencies in Florida. Our Human Capital Advisory is comprised of former public sector HR leaders with decades of experience in Human Resources. Upon becoming a division of RSC Insurance Brokerage, Inc. (d/b/a Risk Strategies Company) on January 1, 2022, Gehring Group now has even more to offer. RSC has over 5,000 valued team members, vast resources, and access to other markets and data. Our Palm Beach Gardens, FL location will service the City of New Smyrna Beach. **The persons authorized to make representations for Gehring Group/Risk Strategies include the following:**

Kurt Gehring (Binding Authority)
National Practice Leader – Public Entities
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Tel: 561-626-6797 | (800) 244-3696
Email: kurt.gehring@gehringgroup.com

Cindy Thompson (Proposal Contact)
VP - Operations
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Tel: 561-626-6797 | (800) 244-3696
Email: cindy.thompson@gehringgroup.com

Kate Grangard
Managing Director – Ntnl. Public Entity Practice
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Tel: 561-626-6797 | (800) 244-3696
Email: kate.grangard@gehringgroup.com

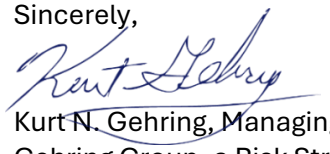
John Muller (Project Lead)
Sr. Director - Human Capital Advisory Svcs.
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Tel: 561-626-6797 | (800) 244-3696
Email: john.muller@gehringgroup.com

The Gehring Group/Risk Strategies office that will be serving the City of New Smyrna Beach employs 80+ personnel and is located at 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410. Risk Strategies' corporate office is located at 160 Federal Street, 4th Floor, Boston, MA 02110.

In summary, Gehring Group makes a positive commitment to perform the services outlined in the City's RFP. Gehring Group's approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, relevant market relationships, and enthusiasm make us the consultant of choice.

We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional clarification upon review of this proposal's contents.

Sincerely,



Kurt N. Gehring, Managing Director & National Practice Leader – Public Entities
Gehring Group, a Risk Strategies Company

Tab B: Management Summary

Submit a brief abstract, of not more than three (3) pages, stating the firm's understanding of the nature and scope of services to be provided, the anticipated project approach and the firm's ability to comply with all the requirements. Information shall be signed by a corporate officer or principal, or an authorized representative of the consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail, and the name of the consultant that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

Understanding of City's Scope of Services

Per the City's RFP 08-25 for Compensation and Benefits Study, Risk Strategies Company understands the general scope and deliverables to include, but not be limited to, the following:

Job Classifications

- Conduct a comprehensive evaluation of the City's current job classification structure, related policies and practices and provide a comparative analysis which benchmarks other similar agencies within the same geographic area.
- Conduct a comprehensive evaluation of the City's job classifications/titles as they relate to all city positions and provide recommendations to classify/reclassify positions as appropriate.
- Conduct a job audit of all positions which may include interviews with employees, managers, department directors and the human resources staff to verify and validate current job descriptions.
- Evaluate all job descriptions to include a review as they relate to Fair Labor Standards Act (FLSA) and Americans with Disabilities Act (ADA) compliance. Also include verification of the Equal Employment Opportunity (EEO) designation. Provide recommended updates and/or revisions.
- Provide recommendations for job descriptions to uniformly reflect the distinguishing characteristics; primary duties and responsibilities, minimum qualifications (education/experience and knowledge/skills/efforts), working conditions (physical demands, work environment and travel requirements), and certifications/licenses/registration requirements for classification as needed.
- Evaluate current job description template and recommend template format, content and/or revisions.
- Refine job classifications/titles to accurately represent job duties and responsibilities, as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Conduct a comprehensive evaluation and comparative analysis of every job within the City to determine relative work within the organization for internal equity.
- Based upon the recommended classification grade, review existing salaries to determine proper placement within proposed classification.

Compensation and Classification

- Conduct a comprehensive compensation survey to include actual salaries, tenure in positions, supplemental pay, and benefits comparing benchmark positions with other similar agencies, both

public and private, to identify the city's competitive position in the regional central Florida labor market.

- Review the current pay grade and salary ranges of the city positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay structure [i.e., number of pay grades, including additions, deletions and/or consolidations, appropriateness of pay range spread from salary minimum to maximum and/or Market Reference Point (MRP)].
- Review existing pay practices and policies at the city and provide recommendations based upon analysis of external market competitiveness and internal equity that will allow the city to attract and retain qualified workers but is also financially sustainable.
- Conduct internal pay equity assessment based upon actual work performed as communicated by employees and managers through interviews, value of work performed to the organization, years of experience, and the length of service for all 323 employees. Identify potential pay compression issues if any and provide potential solutions and/or recommended equity adjustments.
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include estimated fiscal impact, with options for a step plan (multiple years) implementation.
- Develop guidelines to assist the city staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and marketing competitiveness.
- Develop guidelines and/or tools for assigning pay grade to future/new or reclassified positions.
- Provide methodology for maintaining and updating the proposed new/modified compensation plan. Train Human Resources personnel in the maintenance and administration of the proposed new/modified internal maintenance of the compensation plan.

Benefits

- Conduct a comprehensive benefits survey for the overall benefit package for the surveyed entities including retirement plans, paid time off, and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits.
- The recommended pay and benefits system must meet all legal requirements, be nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO/ADA, etc.).

Recommended Report

The final recommendation report shall include, but shall not be limited to the following elements:

- Summarize methodology, techniques and data used to develop the proposed new/modified plan; outreach efforts, assessment of the City's current pay plan and pay practices and existing labor market conditions of comparable government agencies.
- Recommendations for a classification and compensation structure that reflects the city's overall classification and compensation strategies as well as accommodating for organizational change, growth, and long-term financial sustainability.
- Recommend/revise pay grades and salary ranges for all existing and proposed classifications.
- Recommend a proposed implementation plan that ensures salary ranges remain competitive with reasonably similar positions in the labor market where the City recruits for employees, and which are consistent with the economic conditions of the City and surrounding comparable agencies.

- Allocate all employees included within the scope of service to an appropriate job title, pay grade and designate each job classification as either exempt or non-exempt pursuant to the requirements of the Fair Labor Standards Act (FLSA).
- Assign a salary range to each pay grade/classification included with the scope of service that reflects the results of the market survey and the analysis of the internal salary relationships.
- Individual employee analysis of current pay rate and recommendations for individual pay adjustments in accordance with recommended compensation structure comparative to the labor market and surveyed entities and considering internal equity.
- Recommend an implementation schedule that includes any fiscal impacts (short-term and long-term) of implementing the recommendations.

In Summary…

We are fully prepared to meet the requirements outlined in the City's RFP for the Compensation and Benefits Study. Our approach will ensure a thorough methodology to conduct a comprehensive compensation and classification study, providing tailored recommendations to promote internal equity, market competitiveness, and long-term sustainability.

Business address, telephone number, facsimile number, e-mail, and the name of the consultant that the City of New Smyrna Beach can contact for additional information.

Should the City have additional questions regarding the services outlined herein, please contact:

John Muller, Senior Director - Human Capital Advisory Services
(Project Lead)
Risk Strategies Company
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410
Tel: 561-626-6797 | 800-244-3696
Fax: 561-626-6970
Email: john.muller@gehringgroup.com

Proposal Contact: Cindy Thompson, VP - Operations
Tel: 561-626-6797 | 800-244-3696
Email: cindy.thompson@gehringgroup.com

Authorized representative attesting that the information provided is current and factual and that all members on the proposed team agree to work on the project together:

Kurt Gehring, National Practice Leader – Public Entities

Tab C: Background & Experience of Firm

Provide an overview of the consulting firm, including information on size, years in business, and location of office. Submit summaries of salary surveys and comparative analyses performed by the firm within five (5) years prior to the due date of the RFP. A minimum of five years' experience is required. Proposers with experience performing these surveys and analyses for public employers will receive additional consideration in scoring. Proposers must demonstrate specific experience and expertise in multiclassification systems.

Firm Background

Gehring Group, now a Risk Strategies Company, has provided employee benefits, human resources, and risk management services to public sector clients for over 30 years.

The Human Capital Advisory practice has grown nationally and is made up of public sector HR leaders that have worked for over 60 years with and for Florida public sector organizations. The Team has vast knowledge and experience in many areas including but not limited to:

- Classification and compensation programs
- Benefits Analysis
- Job Description redesign, including all legally required aspects of all job descriptions
- Recruitment and Retention
- Career path development and implementation
- Benchmarking surveys and research
- Policy Development and Implementation
- Total Reward Strategy
- Organizational performance and design
- Performance management and incentive compensation

In addition, members of the proposed service team have experience working extensively on compensation, classification, and benefits analysis projects of public entities including city and county governments, special taxing districts, county constitutional offices, aviation authorities, public utilities, colleges, and school boards. We have the knowledge necessary to recruit and retain employees in the public sector by creating plans that attract the right talent, and we can address the specific challenges faced by public institutions. We collaborate with our clients to fully understand their needs and align our services to meet the scope of each project. **(Exhibit 1)**

Detailed below we have included the specific relevant experience of the team in direct relation to understanding and analyzing compensation and classification programs for public sector positions as well as bargaining units and management positions. The following includes examples of specific positions that the Gehring Group team have extensive knowledge:

- Management Level Positions Specific to Municipal & County Operations
- Supervisor/ Manager/Department Director at all levels
- Administrative positions at all levels
- Utility Service Workers/ Plant Operators

- Building Officials/ Code Enforcement/Permitting and Field Inspection Representatives
- Equipment Operators, including Solid Waste & Streets
- Professional office positions such as IT, Human Resources, Risk Management, Finance & Accounting
- Marketing, Public information, and Events positions
- Purchasing/Buyers
- Storekeepers/Inventory/Asset Technicians
- Parks & Grounds Maintenance positions, including Cemetery Operations
- Fleet Maintenance
- Engineers
- Electronics Technician
- Law Enforcement (Sworn) officers/Detention Deputies
- Non-Sworn public safety positions

In summary, Gehring Group is proud to be a trusted partner to public sector clients, offering tailored solutions that address their unique challenges and opportunities. With a proven track record of over 30 years in Florida and a nationally recognized Human Capital Advisory team boasting more than 60 years of collective expertise, we bring unparalleled knowledge and dedication to every project.

Our team's deep understanding of public sector operations, combined with a collaborative and client-focused approach, ensures that our strategies align seamlessly with your goals. Whether it's optimizing classification and compensation systems, enhancing recruitment and retention efforts, or developing comprehensive total rewards strategies, we are committed to delivering innovative, actionable, and impactful solutions.

We look forward to leveraging our experience and insights to support your organization's mission and workforce success. Thank you for considering us as your partner in achieving excellence.

Public Sector Experience

Serving Florida public sector entities for over 30 years, our team has accumulated a vast amount of work experience relevant to what is necessary to serve the needs of the Utility. Please refer to the following list of Gehring Group's Florida public entity clients for your review:

Gehring Group Public Sector Clients	
Apopka, City of	Marco Island, City of
Atlantis, City of	Margate, City of
Boca Raton, City of	Martin County BOCC
Boca Raton Housing Authority	Martin County School District
Boynton Beach, City of	Martin County Sheriff's Office
Brooksville, City of	Monroe County BOCC
Broward College	Naples, City of
Cape Coral, City of	North Palm Beach, Village of
Cape Coral Professional Firefighters HIT	North Port, City of
Career Source Palm Beach County	North River Fire District
Charlotte County BOCC	Oakland Park, City of

Gehring Group Public Sector Clients	
Children's Services Council of Palm Beach County	Ocean Ridge, Town of
Citrus County BOCC	Okaloosa County BOCC
Clearwater, City of	Oldsmar, City of
Clerk & Comptroller, Palm Beach County	Orange County Tax Collector
Cocoa, City of	Osceola County Sheriff's Office
Cocoa Beach, City of	Oviedo, City of
Coconut Creek, City of	Pahokee, City of
Cooper City, City of	Pahokee Housing Authority
Coral Gables, City of	Palm Bay, City of
Coral Springs, City of	Palm Beach County Sheriff's Office
Dania Beach, City of	Palm Beach, Town of
Davie, Town of	Palm Beach Shores, Town of
Deerfield Beach, City of	Palm Harbor Fire Rescue District
Delray Beach, City of	Palm Springs, Village of
Delray Beach Housing Authority	Parkland, City of
Dunedin, City of	Pasco County Clerk of Circuit Court & Controller
Estero Fire & Rescue District	Pasco County Sheriff's Office
Estero, Village of	Pinellas County Housing Authority
Fellsmere, City of	Pinellas County Sheriff's Office
Flagler County Sheriff's Office	Pinellas Suncoast Fire and Rescue
Florida Keys Aqueduct Authority	Pinellas Suncoast Transit Authority
Florida PACE Funding Agency	Pompano Beach, City of
Florida Sheriff's Association	Port of Palm Beach
Fort Lauderdale, City of	Port St. Lucie, City of
Fort Myers, City of	Riviera Beach, City of
Fort Myers Beach Fire Control District	Rockledge, City of
Greenacres, City of	Royal Palm Beach, Village of
Gulfstream, Town of	Sanibel, City of
Hernando County BOCC	Sarasota County Sheriff's Office
Hernando County School District	Satellite Beach, City of
Highlands County BOCC	Seacoast Utility Authority
Hillsborough County Aviation Authority	Sebastian, City of
Hillsborough County Sheriff's Office	Sebring, City of
Hollywood, City of	Solid Waste Authority of Palm Beach County
Indian Trail Improvement District	South Florida Water Management District
Iona McGregor Fire District	Southern Manatee Fire Rescue District
Islamorada, Village of Islands	Southwest Ranches, Town of
Juno Beach, Town of	Spring Creek Charter School
Jupiter Island, Town of	St. Lucie County Sheriff's Office
Key West Housing Authority	St. Lucie County Fire District Employees HIT
Key West, City of	Stuart, City of
Keys Energy Services	Tampa Bay Water Authority
Lake Park, Town of	Tarpon Springs, City of
Lake Park Community Redevelopment Agency	Tax Collector, Palm Beach County
Lake Worth Beach, City of	Tax Collector, St. Lucie County
Lake Worth Drainage District	Tequesta, Village of

Gehring Group Public Sector Clients	
LWB Community Redevelopment Authority	Government of the US Virgin Islands
Lee County Sheriff's Office	Venice, City of
Loxahatchee Groves, Town of	Virgin Islands Water and Power Authority
Loxahatchee River District	Walton County BOCC
Manalapan, Town of	Walton County Sheriff's Office
Mangonia Park, Town of	Wellington, Village of
Marianna, City of	West Manatee Fire Rescue District
Marco Island, City of	West Palm Beach, City of

We also invite you to review our client video testimonials which can be accessed by clicking on or scanning the QR code to the right. Below are the bios of the team members that will be specifically assigned to this project if awarded.

Tab D: Skills & Credentials of Designated Project Team

Provide resumes of the project team and identify similar projects (preferably those responsive to criteria above) successfully completed by the members of the project team, indicating their role on the team, with reference contact information, demonstrating the professional skills and credentials of staff to be assigned to the study.

Project Manager

John Muller, SPHR, SHRM-SCP – Sr. Director, Human Capital Advisory Services

Education: University of Miami, Florida Atlantic University
Degree: B.B.A. Business Management/Organizational Development, M.B.A. International Business
Additional Certifications: SPHR, SHRM-CP
Industry Tenure: 20+ years

Experience & Qualifications

John Muller is a Human Resources leader with over 20 years of experience. He leads Risk Strategies' Human Capital Advisory practice nationally.

Having worked in public sector HR at the Federal and local levels, John has a strong background both in Talent Acquisition and Retention as well as in performing the developmental work needed to improve HR programs and personnel policies, including staffing analysis, job classification, and compensations studies with Federal and local government entities, including Hillsborough County Aviation Authority. While with U.S. Department of State, he was charged with assessing staffing plans and hiring professionals in diplomatic services, IT, Education, finance, and other key civilian advisory roles to work in Afghanistan and Iraq. He was highly successful in accomplishing the goals set for this challenging task and then identified as a strong HR leader to support the US Embassy Baghdad's mission in Iraq. John volunteered to serve in Iraq for the period of one year introducing important and valued improvements to the office of Human Resources at US Embassy Baghdad. John has also worked on job classification and compensation studies with local government entities.

John earned a Bachelor's Degree in Business Administration majoring in Business Management and Organizational Development from the University of Miami and an MBA from Florida Atlantic University. He holds his SPHR and SHRM-SCP as well as becoming a certified Predictive Index Analyst. John is also an active member of SHRM, and its local Chapter (PBC SHRM) as a member of the Board of Directors, as well as serving as Chair of the Council of Insurance Agents and Brokers (CIAB) HR working group as well as a graduate and lifetime member of Leadership Florida (Class XL).

Public Sector Experience

John's extensive experience includes HR leadership, talent acquisition, total rewards, training & development, and HR consulting services for such large public sector employers as the U.S. Department of State, Palm Beach County Clerk & Comptroller, City of Palm Bay, City of Cocoa Beach, Sarasota County Sheriff's Office, Martin County School District, Martin County Board of County Commissioners, Keys Energy, Hillsborough County Aviation Authority, and St. Lucie Fire Rescue District. He has worked on compensation and classification projects for more than 10 years, including the City of Coral Springs, City of Margate, City of Apopka, Adams County, Waushara County, and City of Arcadia.

Lead Consultant

Kristen Biazar, MPA, IPMA-CP, CLRP – Senior HR & Risk Services Consultant

Education: Barry University
Degree: M.S. Public Administration
Additional Certifications: CLRP, IPMA-CP
Industry Experience: 9+ years

Experience & Qualifications

Kristen Biazar is an experienced professional with over nine years of Human Resources experience in private and public entities. Kristen obtained a Bachelor's degree in Hospitality Management and a Master's degree in Public Administration. Kristen started her career in Human Resources focusing on employee onboarding, compliance, and recruitment with a luxury hotel brand.

Kristen continued her career working for a municipality in Palm Beach County holding five positions (Human Resources and Risk Coordinator I-III, HR Administrator, Senior HR Manager) over the span of six and half years. She prioritized building a rapport with all departmental leadership teams and their employees. Kristen frequently engaged with the employees and staff learning specifics of the various public sector positions and their job requirements. Kristen focused on recruitment & selection, compensation and classification, employee relations, leave management and HR administration. Kristen was an integral part of creating career paths, including developing job descriptions, assessments, implementation and placement, training, and education.

Kristen understands the public sector environment and working with bargaining units. She is a Certified Labor Relations Professional (CLRP) through the Florida Public Labor Relations Association (FPELRA). She is also certified through the Public Sector Human Resources Association. Kristen is also an active member of SHRM, and its local Chapter (PBC SHRM). Kristen values communication and keeping individuals informed during her engagements. Paired with her innovative approach and public sector knowledge, Kristen will diligently work to provide the best information and be available for any questions along the way.

Public Sector Experience

Kristen began working for the City of Boynton Beach in 2017, quickly becoming the Senior HR Manager. Kristen worked in various capacities with the City, including office administration, new hire orientation and onboarding, recruitment and selection, employee relations, benefits, billing, leave management administration, and compensation and classification.

Throughout Kristen's employment with the City of Boynton Beach, she recruited for the following departments: Information Technology Services (ITS), Fire and Life Safety, Development, City Manager's Office, Marketing, Library Services, Code Enforcement, City Clerk's Office, Recreation & Parks, Utilities, Public Works (Sanitation), Engineering, Financial Services, and Human Resources & Risk Management. Along with recruitment, Kristen worked strategically with division leadership to create job descriptions, career paths, and assessments. Kristen worked on numerous compensation and classification engagements, including completing compensation surveys and review, and updating existing classification specifications for accuracy, relevance, and consistency. Her recent projects as a consultant include, City of Apopka, City of Margate, Adams County and Waushara County.

Additional Support

The Human Capital Advisory team also includes a tenured group of analysts with specific experience in developing and analyzing public sector compensation, classification, and all aspects of employee benefits programs. With strong analytical backgrounds and experience in human resources and benefits, they can provide insight into various total compensation and benefit funding costing options. We deploy these team members as needed, and they work under the supervision of the named project team.

Tab E: Scope Approach, Deliverables, Anticipated Timeframe & Technological Resources

Approach: Describe the Proposer's approach to the performance of the study and actions anticipated to ensure all the city's requirements are satisfied and provide an anticipated timeframe to complete the project. Additionally provide a project schedule with major milestones noted. Describe the advanced technological resources to be used for data collection, analysis, and presentation.

Deliverables and anticipated timeframe: Provide examples of detailed reports and anticipated timeframe for verbal and written reports provided to the city designated representative. Also include proposed timeline of periodic presentations to City Commission. The city is open to considering other deliverables and timelines based on the consultant(s) proposal.

Technological Resources: Provide detailed information and experience of technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

Project Approach

Our team will take a unique and systematic approach to accomplish this scope of work, project, and objectives for total review of current compensation and classification for all employee groups. **We do not rely on surveys, other studies, or the HR teams from the sample agencies to complete the study. All data gathered is reviewed and benchmarked by our team for each classification included in the project.** The project team's previous public sector experience afforded them the opportunity to conduct internal compensation and classification studies and the ability to understand the client's perspective of outsourcing a compensation study for their entire organization. Our team puts the client's experience first to ensure that we not only provide thorough and detailed information based on the scope of the project, but also an interactive partnership with the Suwanee County providing meaningful updates, flexibility, and comprehensive information that is clear and concise.

This approach includes gathering background information from staff (if necessary), determining sources for the market data, analyzing the data, developing alternative proposals with cost calculations, recommendations on how to implement the proposals, and implementation training. Gehring Group will ensure that recommendations assist with achieving the County's objectives.

To create a well-designed classification and compensation program, the Gehring Group team will meet with staff to ensure our understanding of the current objectives and strategic plan initiatives as they relate to compensation. The team uses a multiple step approach starting with in-person meetings, data gathering, job classification review, market research, analysis and finally drafting multiple recommendations for consideration. Additionally, the team will provide monthly progress updates during the project which allows for transparency, flexibility, and the ability to address concerns and feedback from the County. Details for each of these steps are listed below:

Step 1 – Project Planning – Week 1

1

- Gehring Group team to schedule a discovery meeting with staff to discuss scope of project, milestones, and deliverables
- Discuss business goals, objectives, and organizational needs
- Discuss budget available for suggested adjustment for the compensation and classification study
- Discuss and review peer agencies used in the study
- Review Gehring Group's method of data collection
- Complete an overall assessment of current programs
- Request a list of data to include current employee pay, benefits and demographics
- Discuss communication strategies for project commencement, regular updates, and final completion
    - Provide e-mail templates for the County to communicate with Staff **(Exhibit 2)**
- Schedule recurring conference call at agreed upon time

Step 2 – Review Current Program with HR – Week 2

2

Discuss and collect data on the current pay programs and relevant Human Resources policies for evaluation and review.

- Pay Grades
- Pay Ranges
- Pay Increase History
- Job Descriptions and number of classifications
- Current Total Rewards Package (monetary and non-monetary rewards)
- Any additional applicable policies

Step 3 – Leadership/Management Discovery – Week 3

3

It is important to gather compensation philosophy input from the leadership/management team through a collaborative process. This will assist with obtaining buy-in from key decision makers.

Meet with leadership and management to discuss current pay and benefits programs' effectiveness

- Pay challenges, strengths, and weaknesses
- Talent pool considerations/obstacles
- Competitors in job market

Step 4 – Job/Organization audit - Ongoing

4

- Conduct thorough analysis of job descriptions and classifications
    - Input may be requested on specific jobs from employees or department leadership
    - Use of Job Assessment Tool to engage employees **(Exhibit 3)**
- Review organization structure and assess staffing levels
    - Confirm correct roles and responsibilities are in place

    - Identify staffing gaps and future staffing needs
    - Develop a plan to address staffing needs going forward and implementation strategy
- Review, revise, and develop job descriptions as needed **(Exhibit 4)**
- Ensure compliance (ADA)
- Perform FLSA testing

Step 5 – Conduct Market Study – Weeks 4 through 8

Finding one data source that meets all your organization's needs is rare. Therefore, at Gehring Group, we use multiple sources to ensure the data is accurate.

- Conduct a review of all 150+ job classifications at noted in Addendum 2.
- Determine which jobs will be used for compensation benchmarking
- Collect total compensation information from comparable agencies and National Compensation Survey data for Local, State, and Federal compiled by the U.S. DOL Bureau of Labor Statistics, including:
    - Salary & wages and benefits (medical, dental, PTO, etc.)
- Benchmark each of the 150+ job classifications as stated in Addendum 1 based on essential functions:
    - Review each job's essential functions against those from the comparable agencies
    - Determine appropriate competitive labor market and data sources (municipal and local)
    - Gather data based on local, regional, national markets
    - Utilize relevant trade and professional association data
- Review positions based on internal and external equity

Step 6 – Data Analysis – Weeks 9 through 10

Based on initial meetings, Gehring Group will match the County's pay philosophy to the market data.

- Create market comparison spreadsheets
- Compare market data to current pay plan
- Evaluate current employee pay to market data based on compression
    - Identify compression issues and provide possible solutions
    - Consideration may be given for years of service/experience in job
- Conduct review of all benefits using CAVU, proprietary benchmarking tool with benefits information of more than 160 entities throughout Florida
- Review job family data and organizational charts
- Properly age data based on implementation timelines

Step 7 – Review Initial Findings with Staff – Weeks 11 through 12

Once all the data is gathered it will be reviewed for extreme variables and adjusted appropriately.

- Review market/target data draft proposals with the HR and Executive Management **(Exhibit 4)**

- Provide job descriptions used and review with the City to validate roles and responsibilities for equity
- Define the market position in relation to the base pay
- Clarify any anomalies or outliers
- Adjust pay data as needed

Step 8 – Proposal Pay Plan Design Changes – Weeks 13 through 14

Based on market data and internal equity, provide proposals for new/adjusted pay grades and ranges

- Propose consistent recommendations specific to out of pay range incumbents and employees who have reached the maximum of the newly proposed pay grade
- Conduct compression analysis for all positions based on new pay ranges
- Discuss the potential impact to employee pay for each of the proposals
- Create best practice options and costing proposals for all employee groups and provide
- Provide ongoing support through implementation of the final report
- Provide implementation plan, including procedures, policies, and methods to maintain an on-going Classification and Compensation Plan that is fair and competitive.
- Deliver final written report, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan, and provide estimated financial impact. **(Exhibit 6)**
- Present the findings and recommendations to staff and leadership

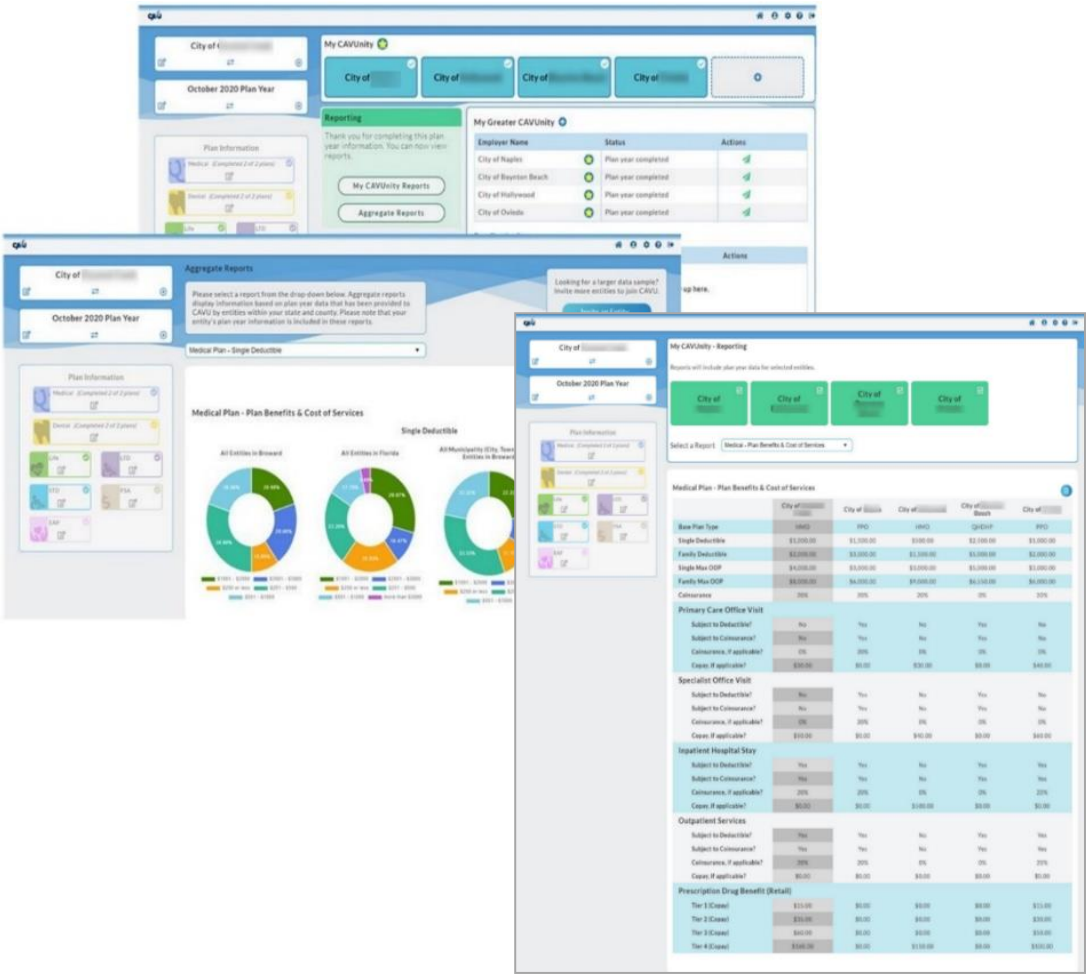
Throughout the above steps, the Gehring Group team will meet with staff to review progress to date and ask any questions relevant at that point. We anticipate this project concluded within 14 weeks of commencement, assuming full cooperation from the County and the surveyed agencies.

Technological Resources

The team assigned to this project has access to our proprietary public sector benefits database called CAVU® as well as a Job Analysis Tool **(Exhibit 3)**. Both systems assist us in gathering extensive data outside of the normal custom survey tools available. This additional information gives us the advantage of making sure we can be efficient and creative in the final proposal which will include several alternative approaches and costing for implementing an effective classification and benefits program. As an employer, having access to a competitive compensation and benefits model is essential to your recruiting and retention efforts.

– CAVU Benefits Benchmarking

Gehring Group, a Risk Strategies Company, has developed its own public sector benefits benchmarking tool named CAVU. CAVU® is an online employee benefits benchmarking software system specifically built to house public sector information. CAVU provides valuable information on costs and benefit trends to aid our team with the information necessary to conduct a detailed benefits benchmarking analysis. Using this tool we will be able to provide direct benefits comparisons as well as macro reporting on information across all of Florida.



Tab F: Fee Proposal

Submittals shall include a detailed fee proposal. Fee proposal shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses. Fee proposal shall include options to add or remove services that may be required along with the associated costs.

Gehring Group, a Risk Strategies Company proposes an all-inclusive project fee of **$75,000** to complete all objectives outlined in this proposal and corresponding RFP for the initial report. This fee includes all work, materials and expenses related to completing the project. Gehring Group/Risk Strategies will invoice the City of New Smyrna Beach in equal monthly installments through completion of the project. We will not invoice for any additional expenses under the scope contained in this RFP.

Post implementation support for the first year is included in the above fee and broken out below. Should the City require additional support, an additional annual fee of $25,000 will be billed, including refreshing the data.

Any work performed outside the scope of this proposal will be invoiced at a rate of $200/hr.

Task	Project Manager Hours	Consultant Hours	Support Team	Total Hours
Discovery Phase	10	40	-	50
Audit/Review Job Classifications	10	40	50	100
Benchmarking/Data Analysis	40	90	80	210
Create Proposal/Pay Bands	10	40	10	60
Final Report	20	10	-	30
Total Hours	90	220	140	450
Hourly Rate	$300	$150	$100	-
Travel	-	-	-	$1,000
Total Report Fees	$27,000	$33,000	$14,000	$75,000

Tab G: References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the state of Florida, particularly within municipalities. The list must include complete and current addresses, contact person(s), email addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

1. City of Coral Springs

Address: 9500 West Sample Road, Coral Springs, FL 33065
Primary contact: Kathy Reul, Director of Human Resources
E-mail: kreul@coralsprings.gov
Telephone: (954) 344-1167

Gehring Group was contracted to provide a compensation analysis for the City of Coral Springs. Our team was asked to identify comparable peer agencies and conduct a market analysis for each of the City's 300 plus job classifications and benchmark them at the 75th percentile. Upon completion of the analysis, we developed a new pay plan for the City as well as re-classifying several positions. After reviewing with City HR staff, Gehring Group conducted a compression analysis for all classifications and employees in each classification. This information was reviewed, with an estimated cost proposal, with the City Manager. The City Manager accepted Gehring Group's recommendation, and after a final review with HR, Gehring Group presented the final pay plan to the City during meeting with City Leadership. Project Completion – Q3 2023.

2. City of Apopka

Address: 120 East Main Street, Apopka, FL 32703
Primary Contact: Joseph Patton, Ph.D., Director of Human Resources
E-mail: jpatton@apopka.net
Telephone: (407) 703-1803

Gehring Group contracted with the City of Apopka to conduct a class and compensation study for over 170 classifications, to include reviewing and updating the City's job descriptions; and conducting a benefits comparison study with peer agencies. Our team has worked with the City to finalize the data collected using our Job Analysis Tool. The project was presented to the City Council in March 2024 and adopted. Project completion – Q1 2024. (Exhibit A)

3. **City of Arcadia**

Address: 23 N. Polk Avenue, Margaret Way Bldg., Arcadia, FL 34266
Primary Contact: Beth Carsten, Assistant City Manager
E-mail: ecarsten@arcadia-fl.gov
Telephone: (863) 494-4114

Gehring Group contracted with the City of Arcadia in April to conduct a thorough review of the City's 50 plus job classifications, compensation plan, and benefits offerings. Collecting data from more than ten entities in surrounding, rural areas proved a challenge. Our team has completed the review of all compensation and developed benchmarks. We will review the findings with the City of Arcadia shortly to make a final recommendation to be implemented in October 2024. Project completion – Q3 2024.

4. **City of Margate**

Address: 5790 Margate Boulevard, Margate, FL 33063
Primary Contact: Laurie Meyer, Director of Human Resources
E-mail: lmeyer@margatefl.com
Telephone: (954) 935-5342

In addition to our full scope of benefits services, the City contracted with Gehring Group to implement a compensation study for the City's 250 plus job classifications across more than 4 separate pay plans. The plans are dictated through collective bargaining agreements with complex step methodologies based on tenure and job type. Our team collected data from 13 entities to conduct a market survey. Based on the market survey data we conducted a compression analysis and provided cost options for implementation. The team is currently discussing cost options and implementation with the City.

Tab H: Financial Stability/Litigation

Provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm and sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work with their team failed to complete in the last five (5) years and describe when, where, how, and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet report shall be included.

Respondent's Financial Stability Certification

Respondent hereby certifies that it is financially stable and has the resources, human and financial, to provide the services at the level required by the City.

Kurt Gehring, National Practice Leader – Public Entities
& Managing Director

Respondent's Litigation Statement

RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company is subject to litigation in the ordinary course of business commensurate with the size and scope of its insurance brokerage business activity for which Respondent maintains is confidential and not relevant to the services requested in the RFP.

Provide a financial statement, preferably a certified audit, but a third-party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

A copy of Respondent's financial statement will be sent directly to the City's procurement department under separate cover via FedEx prior to the RFP response deadline. Risk Strategies Company confirms that it does not file a Dunn & Bradstreet report.

Tab I: Required Forms

- Bid/Proposal Response Form
- Authorized Signatures/Negotiators
- Vendor Information Form
- Vendor Summary Form
- Completed W-9
- Statement of Insurance Compliance
- Public Entity Crime Information Sheet
- Disputes Disclosure Form
- Drug-Free Workplace Certification Form
- Sworn Statement on Public Entity Crimes
- Non-Collusion Affidavit
- E-Verify Form
- Human Trafficking Affidavit
- Conflict of Interest Affidavit
- Certification of Prohibition Against Contracting with Scrutinized Companies
- Acknowledgment of Smoke Free Workplace
- References Form
- Addendum #1 dated January 28, 2025 (signed)
- Addendum #2 dated February 5, 2025 (signed)
- Sunbiz.Org Registration with Active Status
- Fee Proposal (**see Tab "F" above**)

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Print Authorized Officer Name & Title: Kurt M. Gehring, Managing Director

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
City of NSB Form: Fee Proposal (See Tab "F" of this RFP response)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	n/a

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Kurt Gehring, Managing Director		

Sharon Edwards, CFO

Print Name

Sharon Edwards (Feb 4, 2025 15:20 EST)

Signature/Title)

RSC Insurance Brokerage, Inc.

Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture X Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 16-1689464

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information	
Company Name: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	Federal Employer Identification Number or SS Number: 16-1689464 DUN Number: N/A
Mailing Address: 3500 Kyoto Gardens Drive	Type of Entity (Circle One): **Corporation** Partnership Proprietorship Joint Venture
City, State, Zip Code: Palm Beach Gardens, FL 33410	Incorporated in the State of: Delaware (authorized to conduct business in the state of Florida)
Corporate Address: 160 Federal Street, 4th Floor	What kind of business: **"For Profit"** or "Not for Profit" Is Firm in good standing: **Yes** or No Authorized to transact business in Florida: **Yes** or No
City, State, Zip Code: Boston, MA 02110	State of Florida Department of State Certificate of Authority Document No: F08000001322
Telephone No.: (561) 626-6797 | (800) 244-3696	
Email Address: cindy.thompson@gehringgroup.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: John Mina	Vice President: N/A
Secretary: Sharon Edwards	Treasurer: Sharon Edwards
Other: John Mina, Director	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Kurt N. Gehring
Printed Name

Title: Managing Director

Date: February 19, 2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: February 19, 2025

VENDOR NAME: Gehring Group, a division of RSC Insurance Brokerage, Inc.

VENDOR DBA: Risk Strategies Company

PRODUCT/SERVICE PROVIDED: Compensation and Benefits Study

DEPARTMENT: Human Resources Capital Advisory Services

PREPARED BY: Kurt N. Gehring, Managing Director

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
3500 Kyoto Gardens Drive	3500 Kyoto Gardens Drive	3500 Kyoto Gardens Drive
ADDRESS	ADDRESS	ADDRESS
Palm Beach Gardens, FL	Palm Beach Gardens, FL	Palm Beach Gardens, FL
CITY/STATE	CITY/STATE	CITY/STATE
33410	33410	33410
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Cindy Thompson, VP-Operations

E-MAIL: cindy.thompson@gehringgroup.com

OFFICE PHONE: (561) 626-6797 | (800) 244-3696

FAX: (561) 626-6970

MOBILE PHONE: (561) 626-6797

FEDERAL TAX ID#: 16-1689464

DUNS Number: N/A

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RSC Insurance Brokerage Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

160 Federal Street Floor 4

Requester's name and address (optional)

6 City, state, and ZIP code

Boston MA 02110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

1 6 – 1 6 8 9 4 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Cynthia J. Glad **Date ▶** 1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Gehring Group, a division of
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Kurt N. Gehring, Managing Director
OFFICER TITLE

February 19, 2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Gehring Group, a division of RSC Insurance Brokerage, Inc.
d/b/a Risk Strategies Company

Authorized Signature and Title

Date: February 19, 2025

Kurt N. Gehring, Managing Director

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO ___✓___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO ___✓___

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO ___✓___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 08-25-HR described as:

Compensation and Benefits Study.

Gehring Group, a division of RSC Insurance Brokerage, Inc.
d/b/a Risk Strategies Company — February 19, 2025

Firm — Date

Authorized Signature and Title — Kurt N. Gehring, Managing Director

Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Gehring Group, a division of RSC Insurance Brokerage, Inc.
d/b/a Risk Strategies Company

Date: February 19, 2025

Authorized Signature

Print Name and Title
Kurt N. Gehring, Managing Director

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Kurt N. Gehring, Managing Director
(Print Individual's Name and Title)
for Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
(Print Name of Entity Submitting Sworn Statement)
whose business is 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410

and (if applicable) its Federal Employer Identification Number (FEIN) is 16-1689464

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__✓__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Kurt N. Gehring (Signature)

Sworn and subscribed before me this 19th day of February, 2025.

Personally known ✓

OR produced identification _____

personally known
(Type of Identification)

Valerie Jean Ensinger (Notary)

Notary Public State of Florida

My commission expires: March 21, 2029

NOTARY PUBLIC STATE OF FLORIDA
VALERIE JEAN ENSINGER
MY COMMISSION # HH 629746
EXPIRES: March 21, 2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Palm Beach

Kurt N. Gehring, being first duly sworn, deposes and says that:

He/she is Managing Director of Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Signed

Kurt N. Gehring, Managing Director
Title

Subscribed and sworn to before me this 19th day of February, 2029.

Valerie Jean Ensinger

Valerie Jean Ensinger, Notary Public, State of Florida
Title

My Commission Expires: March 21, 2029

NOTARY PUBLIC STATE OF FLORIDA
VALERIE JEAN ENSINGER
MY COMMISSION # HH 629746
EXPIRES: March 21, 2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Consultant E-Verify Registration Number: 1561523

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Kurt Gehring

Print Name: Kurt N. Gehring
Managing Director

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

19th Day of February, 20 25. ~~She~~/He is personally known to me or has produced personally known As identification.

VALERIE JEAN ENSINGER
MY COMMISSION # HH 629746
EXPIRES: March 21, 2029

Valerie Jean Ensinger
Notary Public
Valerie Jean Ensinger
My commission expires: March 21, 2029

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Authorized Signature: Kurt Gehring Date: February 19, 2025

Printed Name: Kurt N. Gehring

Title: Managing Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of February, 20 25, by Kurt N. Gehring, as Managing Director on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced personally known as identification.

VALERIE JEAN ENSINGER
MY COMMISSION # HH 629746
EXPIRES: March 21, 2029

Signature of Notary Public
Valerie Jean Ensinger
Name of Notary Typed, Printed or Stamped
My Commission Expires: March 21, 2029

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Palm Beach Gardens
County of : Palm Beach
Before me, the undersigned authority, personally appeared Kurt N. Gehring

who was duly sworn, deposes, and states:

1. I am the Managing Director of Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company with a local office in Palm Beach Gardens, FL (City & State) and principal office in Boston, MA (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Kurt N. Gehring
Typed Name

Kurt Gehring
Signed

Managing Director
Title

February 19, 2025
Dated

Sworn to and subscribed before me this 19th day of February 2025.

Personally known X OR produced identification ____. Identification type:
personally known

Notary Public: State of Florida County of Palm Beach

Valerie Jean Ensinger Valerie Jean Ensinger
Printed, typed, or stamped commissioned name of notary public

My commission expires: March 21, 2029

NOTARY PUBLIC STATE OF FLORIDA
VALERIE JEAN ENSINGER
MY COMMISSION # HH 629746
EXPIRES: March 21, 2029

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)

State of Incorporation	Delaware (authorized to conduct business in the state of Florida)
Principal Place of Business (Enter Address)	160 Federal Street, 4th Floor Boston, MA 02110
Federal I.D. Number	16-1689464

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Mailing Address: 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410

Telephone Number: (561) 626-6797 Fax Number: (561) 626-6970 E-mail Address: cindy.thompson@gehringgroup.com

Kurt N. Gehring — 16-1689464

Authorized Signature — Printed Name — FEIN

Managing Director — February 19, 2025

Title — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Gehring Group, a division of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

FEIN: 16-1689464

Authorized Representative Name and Title: Kurt N. Gehring, Managing Director

Address: 3500 Kyoto Gardens Drive

City: Palm Beach Gardens State: FL Zip: 33410

Phone Number: (561) 626-6797 Email Address: cindy.thompson@gehringgroup.com

Certified By: Kurt N. Gehring *Print Name* Managing Director *Print Title*,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Gehring Group, a division of
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Date: February 19, 2025

Authorized Signature and Title

Print Name and Title Kurt N. Gehring, Managing Director

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: City of Coral Springs			
Type of Project/Service: Compensation Analysis			
Address: 9500 West Sample Road, Coral Springs, FL 33065			
Contracting Agency/Client: City of Coral Springs			
Contact Name and Phone #: Name: Kathy Reul, Director of Human Resources Phone: (954) 344-1167			
Contact Email Address and Fax #: Name: Kathy Reul, Director of Human Resources Email: kreul@coralsprings.gov			
Contract Amount: Each project is priced based on scope and complexity.	Start Date: July, 2023		End Date: October, 2023
Project #2:			
Project Name: City of Apopka			
Type of Project/Service: Class and Compensation Study			
Address: 120 East Main Street, Apopka, FL 32703			
Contracting Agency/Client: City of Apopka			
Contact Name and Phone #: Name: Joseph Patton, Ph.D., Director of Human Resources Phone: (407) 703-1803			
Contact Email Address and Fax #: Name: Joseph Patton, Ph.D., Director of Human Resources Email: jpatton@apopka.net			
Contract Amount: Each project is priced based on scope and complexity.	Start Date: March, 2024		End Date: April, 2024
Project #3:			
Project Name: City of Arcadia			
Type of Project/Service: Compensation Study			
Address: 23 N. Polk Avenue, Margaret Way Bldg., Arcadia, FL 34266			
Contracting Agency/Client: City of Arcadia			
Contact Name and Phone #: Name: Beth Carsten, Assistant City Manager Phone: (863) 494-4114			
Contact Email Address and Fax #: Name: Beth Carsten, Assistant City Manager Email: ecarsten@arcadia-fl.gov			
Contract Amount: Each project is priced based on scope & complexity.	Start Date: October, 2024		End Date: December, 2024

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?

   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?

   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.

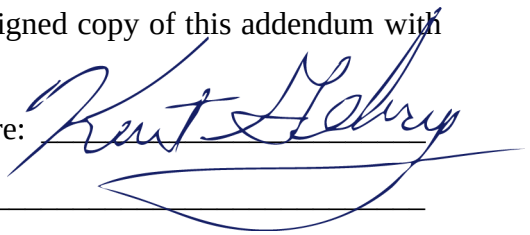
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Kurt N. Gehring, Managing Director Proposer Signature: 

RSC Insurance Brokerage, Inc.

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Kurt N. Gehring, Managing Director Proposer Signature: Kurt Gehring

Firm Name (Please Print): RSC Insurance Brokerage, Inc.



Detail by Entity Name

Foreign Profit Corporation
RSC INSURANCE BROKERAGE, INC

Filing Information

Document Number	F08000001322
FEI/EIN Number	16-1689464
Date Filed	03/24/2008
State	DE
Status	ACTIVE

Principal Address

160 Federal St
Boston, MA 02110

Changed: 04/03/2024

Mailing Address

160 Federal St
Boston, MA 02110

Changed: 04/03/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 05/03/2021

Address Changed: 05/03/2021

Officer/Director Detail

Name & Address

Title Director, Secretary, Treasurer

Edwards, Sharon
160 Federal St
Boston, MA 02110

Title President, Director

Mina, John
160 Federal St 4th Floor
Boston, MA 02110

Annual Reports

50

Report Year	Filed Date
2023	04/21/2023
2024	04/03/2024
2025	01/22/2025

Document Images

01/22/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- ANNUAL REPORT	View image in PDF format
04/21/2023 -- ANNUAL REPORT	View image in PDF format
04/22/2022 -- ANNUAL REPORT	View image in PDF format
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11/25/2020 -- Reg. Agent Change	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
08/11/2017 -- Reg. Agent Change	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- Reg. Agent Change	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
06/11/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format

05/14/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2008 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Tab J: Exhibits

Exhibit 1 ..... Case Study

Exhibit 2 ..... Communication Template

Exhibit 3 ..... Job Assessment Tool

Exhibit 4 ..... Sample Market Data Review Report

Exhibit 5 ..... Sample Job Description

Exhibit 6 ..... Sample Final Presentation

Exhibit 1
Case Study

City of Apopka

- Objective
  - Conduct an independent, market-based compensation study
  - Develop a total rewards strategy that retains and attracts talent
- Background
  - Located close to Orlando
  - Over 500 employees
  - More than 160 job classifications across 20 pay bands
  - 1 Union
  - City has generous merit pay increase
  - 100% health coverage, onsite health center
  - Typical talent and pay challenges
  - Several years between compensation studies

Environment & Challenges

- Police recruiting and pay challenges
  - Police had recent pay increases
  - Difficult to entice new recruits to the profession (not Apopka specific)
- Competition in the area
  - Larger cities (i.e. Orlando)
  - Increased wages in the area
    - Cities and police
    - Private sector (Disney & Universal)
- Recruiting challenges
  - Customer Service
  - Engineers and Waste Water
  - Police Communications

Approach

- Held discovery meeting to confirm understanding of project goals, scope, milestones, and deliverables
- Completed an overall assessment of the current pay plan
- Reviewed current pay program
  - Pay ranges, classifications, specialty pay
  - Job descriptions
  - Benefit plans and pension
  - Employee pay data
  - Compression needs
- Obtained and reviewed pay, classification, and benefits data (16 entities)
- Collaborated with City and Department Leadership to review purpose, needs and challenges throughout

Approach

- Reviewed and benchmarked each job classification against the other entities
  - More than 160 classifications
- Constructed new pay ranges and matched all classifications
  - Initially proposed at 75th percentile
- Reviewed proposed pay plan with the City
  - Increased pay plan above 80th percentile
- Reviewed all employees pay, adjusted for new pay ranges and compression
- Presented findings and recommendations to City Council

Outcome

- Adjustment to pay grades above 80th percentile
- Employees below the minimum of the new pay band: 141
  - Total Cost: $762,755
- Employees receiving a compression cost adjustment: 78
  - Total Cost: $544,725
- Financial Impact including benefits: Over $1.6 million
- 223 employees impacted
- City of Apopka more than competitive in the market
  - Minimum pay at the City competitive with private

Exhibit 2
Communication Template

To:

CC:

Subject: Important: Compensation & Classification Survey Information

Hello all,

Adams County has contracted with Risk Strategies to conduct a Compensation and Classification Study for our organization. Risk Strategies specializes in assisting government agencies with this type of study, so they are familiar with the process. We are conducting this survey to ensure our pay is competitive with other entities in the area.

An important part of this process is hearing from you, our employees. Risk Strategies created a survey for you to complete that will provide them with insight into your position and job functions. Please note, this survey is to be completed individually and not as a group, nor are you to complete this on behalf of someone else. You should be able to work on this survey at your leisure as it resumes where you left off. Once the surveys are completed, your responses will be reviewed by appropriate personnel.

Please click here to complete the survey:

LINK PROVIDED TO JOB ASSESSMENT TOOL

The deadline to complete the survey is January 22, 2024, at 4:30 pm. Please contact Carol Wood, Human Resources Manager, with any questions pertaining to the survey.

Respectfully,

Exhibit 3
Job Assessment Tool

Job Assessment Tool

Please complete all fields relative to your job duties and responsibilities

Section 1

1. Position Title *

Enter your answer

2. Department

Enter your answer

3. Current Pay Range

Enter your answer

4. From what positions would you recruit/promote employees to fill this position?

Enter your answer

5. What positions within the organization represent a typical promotional opportunity to which an employee in this position could aspire?

Enter your answer

6. List other titles in the organization that have the same/similar work assignments as this position (i.e. these positions could/would be interchangeable in your operations):

Enter your answer

7. What is the purpose of your position?

Enter your answer

8. Does your role supervise employees?

- ◯ Yes
- ◯ No

9. If yes, how many?

Enter your answer

Exhibit 4
Sample Market Data Review Report

			Current Pay Ranges				75th Percentile				65th Percentile				60th Percentile				50th Percentile			
TITLE	DPT	GR	CURRENT MIN	CURRENT MID	CURRENT MAX	SPREAD	75 %MIN	75 %MID	MAX 75 %MIN	SPREAD	65 %MIN	65 %MID	MAX 65 %MIN	SPREAD	60 %MIN	60 %MID	MAX 60 %MIN	SPREAD	50 %MIN	50% MID	50% MAX	SPREAD
Human Resource Director	Administration	E2	$72,009.60	$95,409.60	$118,809.60	65%	$90,001.60	$114,244.00	$138,486.40	54%	$74,110.40	$87,212.32	$102,360.96	38%	$69,625.92	$79,277.12	$92,343.68	0.326283	$67,579.20	$74,568.00	$88,400.00	31%
Executive Admin Assist	Administration	8	$42,806.40	$54,558.40	$66,331.20	55%	$55,536.00	$57,480.80	$70,335.81	27%	$53,112.80	$57,161.52	$66,002.56	24%	$49,400.00	$56,203.68	$64,205.44	30%	$41,974.40	$54,288.00	$60,611.20	44%
City Clerk	Administration	E2	$72,009.60	$95,409.60	$118,809.60	65%	$89,996.40	$107,879.20	$129,516.40	44%	$77,454.00	$78,928.72	$94,678.48	22%	$75,816.00	$78,563.68	$93,358.72	23%	$67,860.00	$78,119.60	$87,963.20	30%
Records Clerk	Administration	3	$33,113.60	$42,224.00	$51,313.60	55%	$45,942.00	$59,569.90	$73,322.60	60%	$40,565.20	$52,266.50	$64,342.20	59%	$37,876.80	$48,614.80	$59,852.00	58%	$37,627.20	$47,442.20	$57,257.20	52%
Code Enforcement Officer	Administration	8	$42,806.40	$54,558.40	$66,331.20	55%	$44,345.60	$54,553.20	$66,684.80	50%	$43,097.60	$54,008.76	$65,137.28	51%	$42,660.80	$53,451.84	$64,675.52	52%	$42,161.60	$52,239.20	$64,376.00	53%
Assistant City Administrator	Administration	E4	$87,131.20	$115,440.00	$143,769.60	65%	$118,414.40	$148,699.20	$189,477.60	60%	$112,935.68	$131,684.80	$180,209.12	60%	$108,605.12	$125,024.64	$171,778.88	58%	$99,944.00	$92,050.40	$154,918.40	55%
File Clerk (Moving all under one pa	Administration	1	$29,910.40	$38,126.40	$46,342.40	55%	$30,451.20	$37,336.00	$44,220.80	45%	$30,451.20	$37,336.00	$44,220.80	45%	$30,451.20	$37,336.00	$44,220.80	45%	$30,451.20	$37,336.00	$44,220.80	45%
Administrative Clerk(Moving all unde	Administration	4	$34,881.60	$44,491.20	$54,080.00	55%	$43,440.80	$53,042.60	$62,665.20	44%	$43,004.00	$50,489.40	$58,037.20	35%	$42,785.60	$49,212.80	$55,723.20	30%	$40,701.44	$48,191.52	$55,681.60	37%
Housekeeping	Administration	1	$29,910.40	$38,126.40	$46,342.40	55%	$33,757.88	$36,857.60	$44,475.60	32%	$31,168.07	$35,659.52	$43,461.60	39%	$29,957.41	$35,291.36	$43,243.20	44%	$28,433.60	$35,016.80	$41,506.40	46%
Grant Management Specialist	Administration	9	$47,091.20	$60,049.60	$73,008.00	55%	$60,964.80	$79,258.40	$97,552.00	60%	$57,586.88	$74,861.28	$92,135.68	60%	$55,897.92	$72,662.72	$89,427.52	60%	$52,520.00	$68,265.60	$84,011.20	60%
Flood Plain Administrator	Administration	7	$40,664.00	$51,854.40	$63,044.80	55%	$77,688.00	$97,104.80	$116,521.60	50%	$77,688.00	$97,104.80	$116,521.60	50%	$77,688.00	$97,104.80	$116,521.60	50%	$77,688.00	$97,104.80	$116,521.60	50%
Administrative Clerk (Moving all ur	Airport	4	$34,881.60	$44,491.20	$54,080.00	55%	$46,945.60	$57,959.20	$68,972.80	47%	$46,945.60	$57,959.20	$68,972.80	47%	$46,945.60	$57,959.20	$68,972.80	47%	$46,945.60	$57,959.20	$68,972.80	47%
File Clerk (Moving all under one pa	Airport	1	$29,889.60	$38,126.40	$46,342.40	55%				50%				#DIV/0!				#DIV/0!				#DIV/0!
Airport Director	Airport	E2	$72,009.60	$95,409.60	$118,809.60	65%	$85,488.00	$106,828.80	$128,169.60	55%	$85,488.00	$106,828.80	$128,169.60	50%	$85,488.00	$106,828.80	$128,169.60	50%	$85,488.00	$106,828.80	$128,169.60	50%
Assistant Director Golf Course	Golf Course	10	$51,792.00	$66,040.00	$80,288.00	55%	$55,723.20	$71,000.80	$86,278.40	52%	$55,723.20	$71,000.80	$86,278.40	55%	$55,723.20	$71,000.80	$86,278.40	55%	$55,723.20	$71,000.80	$86,278.40	55%
Director Golf Couse	Golf Course	E2	$72,009.60	$95,409.60	$118,809.60	65%	$77,677.60	$97,869.20	$118,060.80	52%	$71,150.56	$90,017.20	$108,883.84	53%	$67,887.04	$86,091.20	$104,295.36	54%	$61,360.00	$78,239.20	$95,118.40	55%
Golf Course Manager	Golf Course	10	$51,792.00	$66,040.00	$80,288.00	55%	$45,676.80	$51,532.00	$60,008.00	31%	$44,861.44	$51,386.40	$59,483.84	33%	$44,453.76	$51,313.60	$59,221.76	33%	$43,638.40	$51,168.00	$58,697.60	35%
Grounds Maintenance Worker	Golf Course	1	$29,910.40	$38,126.40	$46,342.40	55%	$34,808.80	$43,602.00	$52,395.20	51%	$33,282.08	$41,969.20	$50,656.32	52%	$32,518.72	$41,152.80	$49,786.88	53%	$30,992.00	$39,520.00	$48,048.00	55%
Pro Shop Assistanat FT	Golf Course	1	$29,910.40	$38,126.40	$46,342.40	55%	$31,855.20	$39,608.40	$47,361.60	49%	$31,509.92	$39,573.04	$47,087.04	49%	$31,337.28	$39,555.36	$46,949.76	50%	$30,992.00	$39,520.00	$46,675.20	51%
Finance Director	Finance	E2	$72,009.60	$95,409.60	$118,809.60	65%	$100,869.60	$109,007.60	$156,332.80	55%	$87,010.56	$98,993.96	$118,649.44	36%	$82,405.44	$96,424.64	$110,431.36	34%	$78,156.00	$82,102.80	$101,431.20	30%
Finance Operations Manager	Finance	10	$51,792.00	$66,040.00	$80,288.00	55%	$71,448.00	$92,882.40	$114,316.80	60%	$64,692.16	$74,270.56	$91,386.88	41%	$61,118.72	$68,294.72	$83,428.80	37%	$53,580.80	$63,003.20	$74,526.40	39%
Bid Writer	Finance	8	$42,806.40	$54,558.40	$66,331.20	55%	$64,188.80	$80,246.40	$96,304.00	50%	$64,188.80	$80,246.40	$96,304.00	50%	$64,188.80	$80,246.40	$96,304.00	50%	$64,188.80	$80,246.40	$96,304.00	50%
Fiscal Assistant I	Finance	3	$33,113.60	$42,224.00	$51,313.60	55%	$36,805.60	$46,368.40	$56,544.80	54%	$35,655.36	$46,184.32	$55,766.88	56%	$35,418.24	$45,928.48	$55,398.72	56%	$34,944.00	$45,416.80	$54,662.40	56%

Exhibit 5
Sample Job Description

Class Code: TBD
Bargaining Unit: TBD
FLSA: TBD
PG: TBD

ASSISTANT PARK MANAGER

Parks

Purpose

The purpose of this position is to perform intermediate technical work assisting in the operations of County parks and grounds, supervising park personnel, opening and closing park facilities, and related work as apparent or assigned. Work is performed under the general supervision of the Park Manager. Limited oversight is exercised over Park Aides, Groundkeepers, and Park Patrol.

Essential Functions

The following essential functions represent the primary duties of this position but should not be considered an all-inclusive list of responsibilities. Other duties may be required and assigned.

- Supervise and assist subordinate park personnel involved in the general operations of the park.
- Open and close the office and Visitor Center.
- Maintain grounds, facilities, and manages the sanitary facilities.
- Assist the Park Manager in the operation of Castle Rock or Petenwell Park & outlying parks.
- Assist the Park Manager in implementing all park directives, policies, and enforcement of County Park ordinances.
- Requires preparing and analyzing written or computer data.
- Requires visual inspection involving small defects and/or small parts.
- Requires use of measuring devices.
- Perform other related functions and duties as assigned or required.

To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

It is unlikely an employee will perform all the duties listed on a regular basis, nor is the list exhaustive in the sense it covers all the duties that an employee may be required to perform. The examples are merely indicative, not restrictive.

Knowledge, Skills, and Abilities

- Knowledge of County and department policies and procedures to include emergency and inclement weather policies.
- Knowledge of park policies.
- Kowledge of County Ordinances related to park operations.
- Knowledge and ability to use position-specific software.
- Ability to prioritize and manage multiple, concurrent projects.
- Ability to pay attention to detail.
- Ability to organize time and anticipate, plan, and successfully respond to changing circumstances.
- Ability to make arithmetic computations using whole numbers, fractions, and decimals.
- Ability to operate and use standard office equipment.
- Ability to communicate both verbally and in writing.
- Ability to establish and maintain effective and amiable relationships with leadership, supervisors, residents, customers, employees, other departments, and agencies.

Minimum Qualifications

- High school diploma or equivalent.
- Experience in parks & recreation, landscaping, management, or equivalent combination of education and experience.
- Valid State of Wisconsin driver's license. A valid out of state License is acceptable, but selected candidates must obtain and provide a valid Wisconsin driver's license within thirty (30) days of the start date.

An equivalent combination of education and experience may be considered, provided that the education and experience is in a relevant and related field.

Positions Conditions

Physical Requirents: Work requires the regular exertion of up to 10 lbs. of force, frequent exertion of up to 50 lbs. of force and occasional exertion of up to 100 lbs. of force. Regularly requires using hands to finger, handling or feel, and lifting. Requires standing, walking, sitting,

climbing, or balancing, reaching with hands and arms, pushing, or pulling and repetitive motions and occasionally requires stooping, kneeling, crouching, or crawling. Work requires assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of this job.

Environmental Conditions: Exposure to outdoor weather conditions. Requires working near moving mechanical parts, exposure to vibration. Requires working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals and exposure to the risk of electrical shock. Work is generally in a loud noisy location (e.g. grounds maintenance, heavy traffic). Exposure to bloodborne pathogens is considered low for this position.

Sensory Requirements: Some tasks require the ability to perceive and discriminate visual cues or signals. Standard vision requirements required. Speaking and vocal communication are required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly. Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.

ADA Statement

Adams County is an equal opportunity/affirmative action employer committed to achieving excellence and strength through diversity. The County seeks a wide range of applicants for its positions so that one of our core values, a qualified and diverse workforce, will be affirmed. Americans with Disabilities Act (ADA) compliance requires the County to provide reasonable accommodations.

_____ _____

Print Employee Name Date

_____

Employee Signature

Exhibit 6
Sample Final Presentation



Position Validation – Classification Review

Maintenance Info Session / July 19, 2023

1

Position Classification and Pay Grade Validation Overview

- **Why did HCAA conduct a compensation analysis?** – In order to recruit and retain top talent for all positions within the organization it was important to establish a compensation structure that remained competitive for **recruitment efforts** and continued to promote employee engagement and high performance for **retention efforts**.
- **How did HCAA accomplish this?** – Summer of 2022 a market analysis was conducted utilizing data from similar industries as well as the local geographic area which resulted in the following:
  - Consolidation of Exempt and Non-Exempt Pay Grades
  - Streamlined the pay grades from15 to 10
- Each pay grade is comprised of multiple HCAA job positions
- Salary for each position within a pay grade is determined based on the duties, experience and skill level required for the position
- March of 2023, a validation process was conducted which resulted in increasing the spread (Min to Max) of each pay grade and readjusting some positions

2

Position Classification and Pay Grade Validation Overview

- Validation Process:
  - Review involved department leadership and external Comp/Class consultant
  - Job duties and department structure were considered
  - Employee career path and growth opportunity assessed
  - Enterprise-wide standardization was considered

- Maintenance Department Results:
  - Pay grades of 25 positions, involving 120 employees, will be revised
  - Pay grade changes will not affect current pay

March 2023 Pay

Exempt and Non-Exempt Salary Bands

Band	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
G1	$13.13	$24.85	$36.57	$27,300.00	$51,683.00	$76,066.00
G2	$18.17	$29.56	$40.95	$37,800.00	$61,488.00	$85,176.00
G3	$22.89	$33.31	$43.73	$47,610.00	$69,286.50	$90,963.00
G4	$25.03	$37.75	$50.46	$52,069.00	$78,512.50	$104,956.00
G5	$31.00	$48.30	$65.60	$64,489.00	$100,466.50	$136,444.00
G6	$33.96	$56.51	$79.07	$70,639.00	$117,550.50	$164,462.00
G7	$36.82	$63.99	$91.15	$76,593.00	$133,090.00	$189,587.00
G8	$46.03	$80.36	$114.69	$95,741.00	$167,147.50	$238,554.00
G9	$66.74	$105.68	$144.61	$138,824.00	$219,804.50	$300,785.00
G10	$103.45	$163.80	$224.14	$215,177.00	$340,697.00	$466,217.00

Police Salary Bands (based on 2184 hour schedule)

Band	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
PL	$21.58	$35.40	$49.22	$47,131.00	$77,319.00	$107,507.00
PN	$30.95	$42.25	$53.56	$67,595.00	$92,282.50	$116,970.00
PP	$32.34	$46.34	$63.35	$70,631.00	$101,200.00	$131,769.00
PQ	$40.13	$54.32	$71.93	$87,637.00	$118,624.00	$149,611.00

Maintenance Validated Pay Grades (G1-G4)

- **G1**
  $27,300-$76,066
  - Multitrades Worker I-Systems
  - Administrative Assistant
  - Electrician I

- **G2**
  $37,800-$85,176
  - Automated Systems Technician Trainee
  - Electronics Technician II
  - Electrician II
  - Equipment Mechanic II
  - Multitrades Worker II-Airfield
  - Multitrades Worker II-Building Maintenance
  - Multitrades Worker II-Landscaping
  - Multitrades Worker II-Projects
  - Multitrades Worker II-Systems
  - Refrigeration Air Conditioning Mechanic II
  - Work Control Coordinator

- **G3**
  $47,610-$90,963
  - Automated Systems Technician
  - Work Control System Specialist
  - Refrigeration Air Conditioning Mechanic III
  - Electrical Maintenance Leader
  - Fleet Maintenance Leader
  - HVAC Maintenance Leader
  - Landscaping Maintenance Leader
  - Projects Maintenance Leader
  - Electronics Technician III
  - Electrician III
  - Equipment Mechanic III
  - Multitrades Worker III-BM Special Events Logistics Coordinator
  - Multitrades Worker III-Airfield
  - Multitrades Worker III-Building Maintenance
  - Multitrades Worker III-HVAC
  - Multitrades Worker III-Landscaping
  - Multitrades Worker III-Projects

- **G4**
  $52,069-$104,956
  - Airport Systems Engineering Technician
  - Senior Automated Systems Technician
  - Airfield Maintenance Supervisor
  - Building Maintenance Supervisor
  - Electrical Maintenance Supervisor
  - Electronics Maintenance Supervisor
  - Landscaping Maintenance Supervisor
  - Maintenance Administrative Supervisor
  - HVAC Maintenance Supervisor
  - Projects Maintenance Supervisor
  - Systems Maintenance Supervisor
  - Airport Grounds Maintenance Supervisor
  - Fleet Maintenance Supervisor
  - QA/QC Maintenance Inspector

**Positions highlighted shifted down one grade*

Maintenance Validated Pay Grades (G5-G9)

- **G5**
  $64,489-$136,444
  - Airport Grounds Superintendent
  - Building Maintenance Superintendent
  - Electrical Maintenance Superintendent
  - Electronics Maintenance Superintendent
  - Fleet Maintenance Superintendent
  - HVAC Maintenance Superintendent
  - Projects Maintenance Superintendent
  - Systems Maintenance Superintendent
  - Systems Operations Superintendent
  - Maintenance Contracts Manager
  - Airport Systems Automation Technician
  - Business Office Manager
- **G6**
  $70,639-$164,462
  - Assistant Division Manager - Automated Systems Division
  - Assistant Division Manager, Building and Grounds
  - Systems Automation Manager
  - Safety Compliance Manager
- **G7**
  $76,593-$189,587
  - Senior Manager, Automated Systems
  - Senior Manager, Plant and Utilities
  - Senior Manager, Building and Grounds
- **G8**
  $95,741-$238,554
  - Director of Maintenance Operations
- **G9**
  $138,824-$300,785
  - Vice President of Maintenance

5

Key Points and Next Steps

- Key Points
  - *Pay grade changes will not affect current pay*
- Next Steps
  - Each impacted employee will receive email communication concerning specific grade reassignment details
  - Pay grade reassignments for impacted employees will be effective August 6, 2023

6

Human Resources Team – Ready to Support



- For general HR inquiries: AskMyHR@TampaAirport.com
- For questions related to specific functions:
  - **Benefits**, Lynn Davis
    - ☎ (813) 554-1493
  - **Employee Relations**, Meisha Barnard
    - ☎ (813) 215-4385
  - **Learning and Development**, Shari Collins
    - ☎ (813) 503-1632
  - **Maintenance Recruitment and Employee Events & Recognition**, Shari Kopp
    - ☎ (813) 323-0381
  - **Recruitment and Employee Experience & Wellness**, Melanie Spurgeon
    - ☎ (813) 205-3515
  - **HR Business Office and Administration**, AJ Taylor
    - ☎ (813) 390-4511
  - **VP of Human Resources, Risk and Administration**, Elita McMillon
    - ☎ (813) 334-5784

A Proposal to Conduct a Compensation and Benefits Study for the City of New Smyrna Beach, FL

#RFP 08-25-HR

ORIGINAL





Evergreen Solutions, LLC

February 20, 2025

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

Feburary 19, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Ms. Vivian:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Benefits Study for the City of New Smyrna Beach. Our response is based on our review of your Request for Proposal (RFP #08-25-HR), our understanding of the Florida labor market, our experience working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in local government human resources management. **Evergreen believes it is the most qualified to provide the services being requested by the City of New Smyrna Beach as we have conducted more than 1,400 similar studies throughout the country.**

Evergreen was formed in 2004 in Florida to provide an alternative to traditional consulting practices. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen is licensed to transact business in the State of Florida (#L04000073478).

As a national firm, Evergreen Solutions continues to grow, and our territory now includes clients in 47 states. In the State of Florida, Evergreen has conducted more than 200 compensation and/or classification related studies for local governments and other public sector organizations. The following is just a sample of some of the local government clients we have worked with: **City of New Smyrna Beach;** City of Jacksonville; City of Jacksonville Beach; City of Gainesville; City of High Springs; City of Green Cove Springs; City of Holmes Beach; City of Holy Hill; City of Cocoa; City of Indian Harbour Beach; City of Maitland; City of Lake City; City of Ocala; City of Plant City; City of Wildwood; City of Bunnell; City of Bushnell; City of Zephyrhills; City of Groveland; City of Alachua; City of Kissimmee; City of St. Cloud; City of Clermont; City of Winter Park; City of Orlando; City of Deltona; City of St. Petersburg; City of Dunedin; City of Clearwater; City of New Port Richey; City of Palm Bay; City of Fort Myers; City of North Port; City of Cape Coral; City of Daytona Beach; City of Daytona Beach Shores; City of Punta Gorda; City of Sarasota; City of Orange City; City of Venice; City of Sebring; City of Bartow; City of Coral Springs; City of Dania Beach; City of Melbourne; City of Miramar; City of Cooper City; City of Naples; City of West Melbourne; City of Boca Raton; City of Temple Terrace; City of Sunrise; City of Tamarac; City of Hollywood; City of Plantation; City of Delray Beach; City of Doral; City of Palm Beach Gardens; City of Parkland; City of Miami Beach; City of North Miami Beach; City of South Miami; City of Sunny Isles Beach; City of Coral Gables; City of Homestead; City of Key West; City of Largo; City of Marathon; City of Destin; City of Panama City; City of Panama City Beach; City of Fort Walton Beach; City of Pensacola; City of Apalachicola; City of Sopchoppy; Flagler County; Lake County; Alachua County; Hernando County; Osceola County; Citrus County; Brevard County; Seminole County; Sumter County; Charlotte County; DeSoto County; Hardee County; Collier County; Highlands County; Sarasota County; Pinellas County; Hillsborough County; Marion County; Manatee County; Martin County; Orange County; Monroe County; Palm Beach County; Miami-Dade County; Bay County; Santa Rosa County; Okaloosa County; Walton County; Gadsden County; Gulf County; Leon County; Wakulla County; Franklin County; Miami Shores Village; Village of North Palm Beach; Village of Pinecrest; Village of Islamorada; Town of Lake Park; Town of Jupiter; Town of Cutler Bay; Town of Davie; Town of Longboat Key; Town of Lake Hamilton; Town of Lady Lake; Town of Orange Park; Town of Palm Beach; and many others. A

detailed description of the services provided to some of these clients as they relate to the services being requested can be found in **Section 2** of our proposal.

Evergreen Solutions is able to fully comprehend the challenges and goals of the City of New Smyrna Beach because of our vast understanding of local government human resources, and the fact that we possess the necessary experience and qualifications. Our team has significant expertise in conducting compensation and benefits studies for local governments and other public sector organizations, as evidenced in **Section 3** of our proposal. Detailed resumes are available upon request.

Some of the human resource services Evergreen Solutions has focused on include: compensation and benefits studies; classification studies; performance management studies; recruitment, hiring, and retention studies; workload analyses; HR department reviews; organizational assessments; strategic and workforce planning; and staffing studies. Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management and operations involved in local government human resources management. As a result, our team understands how critical a classification and compensation system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist clients in implementing and maintaining our study recommendations.

Evergreen's approach to conducting a compensation and benefits study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. Some of the key facets of our approach as identified in **Section 4** of our response includes:

- Major emphasis is placed on communication as the key to a successful study as well as its implementation. Our Team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, administrators, department heads, and employees need be involved in every step of the process. Our communication plan is a critical component of any study and to ensure our clients are informed of statuses or potential challenges, we provide continuous communication through the use of regular meetings and written progress reports.

- Our methodology utilizes the latest technology in order to reduce the cost to our client partners and enhance wider participation by offering of our tools in an electronic format. In essence, every step of the process can be completed on the Web. Further, our web-based ***JobForce Manager*** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.

- We understand that one size does not fit all. Some consultants provide the same overall solution to every client. We take great pride in providing a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We have read your terms and conditions and believe we can successfully work within your requirements.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to call me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

Table of Contents

1.0 Management Summary

2.0 Background and Experience of the Firm 2-1

2.1 Firm's Background and History 2-1
2.2 Select Relevant History 2-4

3.0 Skills and Credentials of the Designated Team 3-1

3.1 Proposed Project Team 3-1
3.2 Key Personnel 3-2

4.0 Scope, Approach, Anticipated Timeframe and Technological Resources 4-1

4.1 Approach and Methodology 4-1
4.2 Detailed Work Plan 4-10
4.3 Proposed Timeframe 4-20

5.0 Fee Proposal 5-1

6.0 References 6-1

7.0 Financial Stability/Litigation 7-1

8.0 Completed City Forms 8-1

Section 1.0
Management Summary

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

1.0 – Management Summary

Evergreen Solutions understands that the City is looking to hire an outside consultant to conduct a Compensation and Benefits Study that will address the following goals and objectives as outlined in the general description of services of the Request for Proposal.

- attract and retain qualified workers who will be paid equitable salaries;
- provide equitable salaries and benefits for all employees of the City; and
- provide the City with a salary and benefit structure that will enable the City to maintain a competitive position within the same geographic area but will be financially sustainable for the long term.

Evergreen further understands that the City desires recommend adjustments to its pay and benefit plans, to allow for appropriate compensation and benefits, rectify internal compression/equity issues along with compensation comparisons from surrounding jurisdictions and other comparators. In addition, the City would like the hired consultant to create accurate job descriptions utilizing accepted best practices in the management and design of compensation and benefit systems.

Evergreen's approach to conducting the Compensation and Benefits Study is built on working collaboratively with the City to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that: focuses on market competitiveness; is based on the City's compensation philosophy; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the City and allows you to select the components and options that best meet your overall needs; and produces a structure that will improve the City's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

As President of Evergreen Solutions, I am attesting that the information provided in our proposal is current and factual and that all members of the proposed project team agree to work together to ensure a successful study.

Sincerely,



Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

Section 2.0
Background and Experience of the Firm

2.0 Background and Experience of the Firm

Evergreen Solutions is well qualified to conduct a Compensation and Benefits Study for the City of New Smyrna Beach as we have conducted more than 1,400 similar studies for local governments and other public sector organizations throughout the country, including more than 200 within the State of Florida. In this section, we provide the history and background of our firm; and a list of similar studies we have performed or are currently under contract to perform.

2.1 Firm's Background and History

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting company, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" method, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen was formed in 2004 in the State of Florida to provide a modern, practical alternative to the typical consulting options. Evergreen is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen employs 25 full- and five part-time staff who provide a variety of human resources consulting work. Evergreen is located in Tallahassee, Florida with additional offices in Orlando, Tampa, and Fort Lauderdale. Evergreen is licensed in the State of Florida (#L04000073478).

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: compensation and benefits studies; classification studies; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at **www.ConsultEvergreen.com** or visit us on Facebook at www.facebook.com or LinkedIn at www.linkedin.com for more information about our services, staff, and past experience.





Evergreen Solutions was founded with the intent of offering public sector leaders an alternative to the "business as usual" consulting approach. We assist public sector professionals in exercising control over the inter-related elements that determine success or failure.

We accomplish this by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting compensation and benefits studies for local governments and other public sector organizations throughout the country, including many in the State of Florida;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant Florida statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to this engagement.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country, the majority of which have been located in the State of Florida.

Exhibit 2-1 includes a list of some of the local governments and other public sector organizations in the State of Florida that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. Note: Evergreen has also worked with many school districts and institutions of higher education in Florida that are not listed in the exhibit.

Exhibit 2-1: Select Florida Public Sector Clients		
City of Alachua	City of St. Petersburg	Flagler County Sheriff's Office
City of Bartow	City of Tallahassee	Lake County Sheriff's Office
City of Bunnell	City of Tamarac	Leon County Sheriff's Office
City of Bushnell	City of Temple Terrace	Manatee County Sheriff's Office
City of Cape Coral	City of Titusville	Monroe County Sheriff's Office
City of Clearwater	City of Venice	Nassau County Sheriff's Office
City of Clermont	City of West Melbourne	Okaloosa County Sheriff's Office
City of Cocoa	City of Winter Park	Pasco County Sheriff's Office
City of Coral Gables	City of Sunrise	Volusia County Sheriff's Office
City of Coral Springs	City of Zephyrhills	Walton County Sheriff's Office
City of Daytona Beach	Alachua County	Florida Sheriff's Association
City of Daytona Beach Shores	Bay County	Florida Association of Counties
City of Delray Beach	Brevard County	Florida League of Cities
City of Deltona	Charlotte County	FL Association of Court Clerks/Comptrollers
City of Destin	Citrus County	FL Public Human Resource Association
City of Doral	DeSoto County	Board of Bar Examiners
City of Dunedin	Escambia County	The Florida Bar
City of Fort Myers	Flagler County	Hillsborough County Clerk of Court/Comptrollers
City of Fort Walton Beach	Gulf County	Ft. Pierce Utilities Authority
City of Green Cove Springs	Hardee County	Keys Energy Services
City of Groveland	Hernando County	Kissimmee Utility Authority
City of Hallandale Beach	Highlands County	Utilities Commission of New Smyrna Beach
City of High Springs	Lake County	Florida Keys Aqueduct Authority
City of Holly Hill	Leon County	Sarasota Bay Estuary Program
City of Hollywood	Manatee County	Toho Water Authority
City of Holmes Beach	Martin County	Tampa Bay Water
City of Key West	Miami-Dade County	Peace River Manasota Reg. Water Supply Auth.
City of Jacksonville	Miami Shores Village	St. Johns River Water Management District
City of Jacksonville Beach	Monroe County	Southwest Florida Water Management District
City of Kissimmee	Okaloosa County	South Florida Water Management District
City of Lake City	Orange County	Loxahatchee River District
City of Largo	Osceola County	Okaloosa Gas District
City of Maitland	Palm Beach County	Lake Apopka Gas District
City of Marathon	Pinellas County	Solid Waste Authority of Palm Beach County
City of Melbourne	Santa Rosa County	CareerSource Pinellas
City of Miami Beach	Sarasota County	CareerSource Northeast Florida
City of Miramar	Seminole County	Worknet Pinellas
City of New Smyrna Beach	Wakulla County	Association for Institutional Research
City of North Lauderdale	Town of Belleair	Florida Telecommunications Relay, Inc.
City of North Miami Beach	Town of Cutler Bay	Orange County Library System
City of North Port	Town of Davie	Pinellas Housing Authority
City of Ocala	Town of Jupiter	Manatee County Clerk's Office
City of Oldsmar	Town of Lade Lake	Gadsden County Property Appraiser's Office
City of Orange City	Town of Lake Park	Brevard County Property Appraiser's Office
City of Orlando	Town of Longboat Key	Monroe County Property Appraiser's Office
City of Palm Beach Gardens	Town of Medley	Brevard County Tax Collector
City of Panama City	Town of Palm Beach	Flagler County Tax Collector
City of Panama City Beach	Town of Ponce Inlet	Palm Beach County Tax Collector
City of Parkland	Town of Orange Park	Highlands County Clerk of the Circuit Court
City of Pensacola	Village of North Palm Beach	Leon County Clerk of the Circuit Court
City of Plant City	Village of Pinecrest	Health Care District of Palm Beach County
City of Plantation	Alachua County Sheriff's Office	Hillsborough Area Transit Authority
City of Punta Gorda	Bay County Sheriff's Office	Orlando-Orange County Expressway Authority
City of Sarasota	Clay County Sheriff's Office	Sarasota-Manatee County Airport
City of Sebring	Collier County Sheriff's Office	Northwest Florida Beaches International Airport

2.2 Select Relevant Florida Experience

Because Evergreen has conducted more than 1,400 compensation and/or classification studies throughout the country, we include in this section only a sample of some of our similar local government work in the State of Florida.

Classification and Compensation Study
City of New Smyrna Beach

Evergreen Solutions was retained by the City of New Smyrna Beach to conduct a Classification and Compensation Study. Evergreen's consultants conducted a comprehensive evaluation of the City's Pay Plan and compensation policies as they related to all City position classifications and provided recommendations to classify/reclassify positions and provided updates to job descriptions.

Evergreen further conducted a comprehensive compensation survey to include salaries, wages, supplemental pay, and benefits of like cities considered as the appropriate labor market within the State of Florida. Based upon results of the survey, Evergreen recommended revised a salary classification and compensation plan for the City Commission's consideration. Based upon the recommended classification grades, and existing salaries, Evergreen's consultant recommended proper placement within proposed classifications, and recommended appropriate "equity adjustments".

In the end, Evergreen developed and recommended an implementation plan for adoption of the proposed classification plan and salary adjustments to include an estimated fiscal impact, with options for a multi-year implementation.

Job Classification and Compensation Study
City of Melbourne

Evergreen Solutions was retained by the City of Melbourne to conduct a Job Classification and Compensation Study. Evergreen reviewed the City's salary and benefit structure and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position. Evergreen examined all job descriptions to include a review of position FLSA designations; essential functions; minimum qualifications, license requirements, working conditions, etc.., provided recommended updates and/or changes, established criterion for the selection of survey participants with City staff members, prepared a survey to send to the participants, and prepared recommendations based on the results.

Evergreen addressed compression/equity issues between pay grades and classifications and established an equitable classification methodology and salary ranges to provide for the recruitment and retention of qualified staff as well as the equitable relationships of one job to another within the organization. Recommendations were provided to classify/reclassify positions as appropriate. In addition, a recommendation was made for a new

compensation plan that is fair and equitable in order to attract, motivate, and retain a quality workforce. Evergreen provided three (3) separate proposed pay plan structures based on salary scales that are 90%, 100% and 110% of the surveyed labor market.



Compensation and Classification Study and Staffing Analysis
City of Dayton Beach Shores

Evergreen Solutions was retained by the City of Daytona Beach Shores to conduct a Compensation and Classification Study that included a staffing analysis and the development of a Performance Appraisal System. Evergreen's consultants assessed the conditions within the City's current compensation and classification systems and provided a summary. The Job Assessment Tool (JAT) and Management Issues Tool (MIT) was used to build a projected classification plan and develop preliminary recommendations. Evergreen prepared and conducted a customized market salary survey and provided an external assessment summary, as well as a staffing analysis. Comparison data from a representative group of comparable targets were included in the analysis. A final report was developed, outlining the methodology and results of the study, including all market research and recommendations. Recommendations were also developed for future Compensation Administration and updating and creating new job descriptions.



Classification and Compensation Study
City of Cocoa

Evergreen Solutions was hired by the City of Cocoa, located in Brevard County, to conduct a Classification and Compensation Study for its 444 employees. Evergreen's consultants performed a comprehensive survey of the City's job classifications, pay structures and benefits and provided recommendations to the City for implementation of the proposed changes in order for the City to maintain internal and external equity.

The City's objectives for the study were: to attract and retain qualified workers who will be paid an equitable salary and benefit package; provide fair salaries for all workers of the City; and provide a salary structure that enables the City to maintain a competitive position with other cities and companies within the same geographic area.

The City's current Pay and Classification Plan consisted of four different classifications:

- General Employees: The current pay structure is set up in pay grades with steps (varying in numbers, up to 16 steps).



- Laborers' International Union of North America (LIUNA): These positions consist of 16 different pay grades with established minimum and maximum pay ranges.

- Coastal Florida Police Benevolent Association (PBA): These positions consist of three (3) different pay grades with established minimum and maximum pay ranges.

- International Association of Firefighters (IAFF): These positions consist of two different pay grades with established minimum and maximum pay ranges.

Pay and Classification Study
City of Jacksonville Beach

Evergreen was retained by the City of Jacksonville to conduct a Pay and Classification Study. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen Identified a list of market survey benchmarks and conduct a market survey. Evergreen provided the City with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration.

Compensation Study
City of Jacksonville

Evergreen Solutions was retained by the City of Jacksonville to conduct a Compensation Study for Forensic Pathologists. Evergreen conducted a market salary and benefits survey with 25 peer organizations in order to produce a pay plan(s) for the positions of District Chief Medical Examiner and Associate Medical Examiner that best met the needs of the City from an external equity standpoint. In conducting the market salary and benefits survey, Evergreen examined the following:

- base salary, bonuses, incentive, etc.;
- health, dental, vision, and life benefits;
- accrued time off;
- holidays;
- retirement plan options;
- estimated future adjustments due to cost-of-living increases, general wage adjustments, or for any other reason;
- minimum requirements of the positions; and
- cost of living analysis as compared to Jacksonville.

Evergreen provided a final report for the City of Jacksonville's Leadership that included recommendations for employee salary adjustments.

Classification and Compensation Study
City of Lake City

Evergreen Solutions was retained by the City of Lake City to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the City's current classification and compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan. **Note:** Evergreen also completed a second study in 2019 by updating the City's Compensation Plan.

Compensation Study
City of Flagler Beach

Evergreen Solutions is retained by the City of Flagler Beach to conduct a Compensation Study. Evergreen will conduct a salary survey to determine the City's competitiveness in the market. **Note:** This project is nearing completion.

Compensation Study
City of Bunnell

Evergreen Solutions was again engaged with the City of Bunnell to conduct a Compensation Study. Evergreen's consultants compared the City to what other local jurisdictions were doing as it related to salary ranges, steps within ranges, and range spreads and made recommendations that will improve the City's position in the market and its ability to recruit and retain qualified employees. **Note:** Evergreen previously conducted a Classification and Compensation Study for the City in 2007.

Classification and Compensation
City of Wildwood

Evergreen Solutions was retained by the City of Wildwood to conduct a Classification and Compensation Study. Evergreen conducted a job analysis in order to determine internal equity and to update job descriptions. Evergreen's consultants also reviewed the City's current compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations.

Salary and Benefits Survey
City of St. Cloud

Evergreen Solutions was retained in 2014 by the City of St. Cloud to conduct a Salary and Benefits Survey. Evergreen's consultants reviewed the effectiveness of the City's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.
Note: Evergreen was previously hired to conduct a Compensation and Classification Study for the City.

Salary Survey and Job Analysis on Selected Positions
City of Kissimmee

Evergreen Solutions was hired last year by the City of Kissimmee to conduct a Salary Survey as well as a Job Analysis on selected positions (i.e., Police and Fire). The intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers so that a determination could be made regarding the City's competitive position within the marketplace. **Note:** Evergreen previously conducted a Salary, Benefits, and Classification Study for the City. In addition, Evergreen was recently hired to conduct a comprehensive Classification and Compensation Study.

Evergreen was hired again in 2023 to conduct a Classification and Compensation Plan Update.

Classification, Compensation and Other Related Services Study
City of Maitland

Evergreen Solutions was retained by the City of Maitland to conduct a comprehensive evaluation of their compensation and classification plans and practices. Employees participated in the project by attending focus groups, participating in interviews, and completing Job Assessment Tool surveys to determine the accuracy and equity of the classification plan. In addition, pay ranges were analyzed in the public and private sector to determine the competitiveness of the City's pay plan for all included jobs. Recommendations were provided to improve the accuracy, fairness and equity of the overall plan.

Classification and Compensation Study
City of Winter Park

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.

Compensation and Classification Study
City of Deltona

Evergreen Solutions was hired by the City of Deltona to conduct a Compensation and Classification Study including all non-sworn positions and provide recommendations for implementation of a revised pay plan. The study included all non-sworn employees and classifications in the City. As part of the study, the Evergreen Solutions Team conducted orientations, focus groups, and interviews with employees and collected Job Assessment Tools (JATs) from employees. Evergreen Solutions consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. A detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan. Finally, revised class descriptions were developed using information obtained during the JAT process, and training was provided to City staff to maintain the recommended compensation and classification system.

Compensation Consulting Services
City of Orlando

Evergreen was retained by the City of Orlando to provide compensation consulting services. Evergreen analyzed the current labor market trends in the Orlando metro area, including the pay increases being offered by Disney between 2019 and 2020; collected information from public entities in the Orlando metro area regarding how they were responding to turnover and talent shortages; examined best practices on implementing wage floors to address local market changes; proposed several alternatives to the City to address local market changes, especially those related to the increase in the minimum wage to $15 per hour by some private organizations; worked with the City HR staff to model and cost different implementation scenarios; and provided a short summary of the analysis and recommendations.

Note: Evergreen has worked with the City on more than five occasions providing a variety of human resource consulting, including compensation and classification studies for various employee groups.

Classification / Compensation Study
City of Orlando

Evergreen was again hired in 2023 to conduct both a Classification and Compensation Study of its total workforce (i.e., 4,500 employees). Evergreen has already completed the compensation study and provided recommendations on how the City can be more competitive in the market. Evergreen is currently completing a classification study to determine whether the City's more than 50 classifications are internal equitable and properly classified.

Classification and Compensation Job Classification Analysis
City of St. Petersburg

Evergreen Solutions was retained by the City of St. Petersburg to conduct a Job Classification Analysis in order to update and produce approximately 648 legally-compliant job descriptions that would include 6 – 8 core competencies each. Evergreen's consultants: analyzed all city job descriptions, both full-time and part-time positions, and determined the core competencies for each classification; and revised classifications and competencies that formed the foundation of the City's recruitment, learning management, performance management, and succession planning programs.

Evergreen met with HR staff and department heads to discuss roles, competency model options, and project processes and adjusted the competency survey that was used in conjunction with the Job Assessment Tool (JAT) that was administered to a representative sample of the City's 3,150 full- and part-time staff. Evergreen reviewed the work performed by each classification and scored and reviewed supervisory comments for any anomalies or discrepancies discovered. Evergreen created task inventory and job families based on JAT responses and organizational charts and identified the degree of overlap in tasks between jobs in similar job families. From this, Evergreen identified root factors in each task grouping and linked to any underlying behavioral factors.

Classification and Compensation Study
City of Clearwater

Evergreen Solutions was retained by the City of Clearwater to conduct a Classification and Compensation Study. Evergreen's consultants reviewed and evaluated the existing classification/compensation system and benefits structures; developed a new methodology for pay structures and guidelines to address internal equity and external competitiveness (a salary survey or market study of benchmark jobs against comparable positions in other governments and relevant industries); and prepared updated pay plan schedules.

Classification and Compensation Services
City of Dunedin

Evergreen Solutions was engaged with the City of Dunedin to provide and Classification and Compensation Services. Evergreen analyzed each position within the City by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; assessing classifications within positions; and making FLSA determinations. Evergreen presented a proposed classification structure to City management, including a cost analysis for positions that would require adjustments. Evergreen also conducted a comprehensive survey of public and private labor market comparable designed to include salary ranges, and actual salaries to ensure that the City's compensation was equitable and competitive relative to internal factors and external markets.

Classification and Compensation Study
City of Fort Myers

Evergreen Solutions was hired the City of Ft. Myers to conduct a Classification and Compensation Study for all employee groups (i.e., Police Union – Sworn only; Fire Union and General Union and Non-bargaining). The study will include comprehensive classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An evaluation of external equity including a salary survey of competing organizations will also be conducted. The project will conclude with a series of findings and recommendations designed to identify and recommend resolution of any inequities in the system and, if necessary, redesign the existing system in place for the City
Note: Evergreen was again hired in 2020 to conduct a Compensation Study for the City as well as a Staffing Study of the Police Department.

Compensation and Classification Study
City of North Port

Evergreen Solutions was retained by the City of North Port to conduct a Compensation and Classification Study by performing a market study to assess the City's existing compensation and classification plan. The goals for the study were to: assess the current compensation and classification structure; identify and address internal compensation inequities and recommend adjustments to job titles to better fit assigned duties where necessary; review job families/hierarchies throughout the organization; support a market-driven compensation plan and system that is designed to incentivize, recognize and retain its employees; recommend changes to pay plan and classification structure; review the total compensation package (salary plus benefits); recommend how to implement tools and techniques to support an ongoing reclassification process that will enable the organization to maintain its competitive place in the market; and provide findings and recommendations in a comprehensive report.

Classification and Compensation Study
City of Sarasota

Evergreen Solutions was retained by the City of Sarasota to conduct a classification and compensation analysis of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.

Compensation, Classification, and Benefits Study
City of Palm Beach Gardens

The City of Palm Beach Gardens entered into a contract with Evergreen to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks up-to-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal.

The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled.



Compensation Study
City of Hollywood

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees and then again for AFSCME employees (i.e., approximately 66 Professional and Supervisory employees in 38 different job classifications). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/ retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan.





Benchmark Compensation Study
City of Plantation

Evergreen Solutions was retained by the City of Plantation to conduct a Benchmark Compensation Study and develop a city-wide compensation plan for the City, taking into account internal and external equity. Evergreen developed recommendations and guidelines for the continued administration and maintenance of the compensation structure, including recommendations and guidelines related to how employees will move through the pay structure/system as a result of transfers, promotions, demotions and employees whose base pay is at the maximum of their pay range in their positions; including proposal for the proper mix of pay, how often to adjust pay scales and survey the market, and how to keep the system fair and competitive over time. **Note:** Evergreen was again hired in 2021 to conduct a Job Classification and Compensation Study and in 2023 to conduct a Compensation Plan Update.

Job Classification and Compensation Study
City of Sunrise

Evergreen Solutions was engaged with the City of Sunrise to conduct a Job Classification and Compensation Study of its 1,200 employees. The City is at the geographic center of the tri-county metropolitan area comprised of Miami-Dade, Broward and Palm Beach Counties and has a reputation for strong financial management, aggressive economic development, outstanding police and fire rescue services, leadership on regional issues, and support for its public schools.

Evergreen conducted a comprehensive evaluation of the City's current classification structure and related policies and practices as well as a comparative analysis of position classifications to determine relative work within the organization and for the establishment of appropriate pay grades. Evergreen worked with the City to identify the proposed labor market and benchmark classes and public and private agencies/markets that were similarly situated to the City to include in the salary survey. A comprehensive total compensation and benefits survey was distributed to comparable peers that not only assessed job titles but also accounted for actual corresponding job duties and responsibilities.

Evergreen further conducted interviews with employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel in order to validate the information pertaining to job duties. Information was obtained from employees through the distribution of a job assessment tool Evergreen used the information obtained from the JAT to perform a job analysis to verify and validate information with existing job descriptions to determine if classifications were correctly allocated in an organizational hierarchy.

In the end, Evergreen summarized the methodology, techniques, and data used to develop the proposed compensation and classification plan and provided recommendations for a classification and compensation structure that reflected the City's overall classification and compensation strategies. Evergreen further recommended pay grades, grade pricing and salary ranges for all existing and proposed classifications.



Employee Compensation Consultant Services
City of Coral Springs

Evergreen Solutions was engaged with the City of Coral Springs to provide employee compensation consultant services. The purpose and intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers and to determine the City's competitive position within the marketplace. Evergreen analyzed each position within the City by conducting interviews and evaluating position descriptions and duties. Evergreen also interviewed department heads and assessed classifications within positions to determine whether classifications need to be revised. Based on the review, Evergreen recommended pay and classification strategies for the City in order to attract and retain talented employees. **Note:** Evergreen Solutions was again hired in 2021 by the City of Coral Springs to conduct a market salary survey.



Classification and Compensation Study
City of Sunny Isles Beach

Evergreen Solutions was retained by the City of Sunny Isles Beach to conduct a classification and compensation study for all its employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system. **Note:** Evergreen was again hired in 2024 to conduct a pay plan update.



Salary Survey
City of Dania Beach

Evergreen Solutions was retained by the City of Dania Beach to conduct a salary survey to compare 40 benchmark positions against municipalities of comparable size within the tri-county area, and to make recommendations to improve the competitiveness of the City in recruiting and retaining qualified staff.



Compensation Study
City of Boca Raton

Evergreen was hired by City of Boca Raton to conduct a Compensation Study for its workforce of 1,550 employees. Evergreen will conduct a comprehensive market-based survey and analysis of the City's current salary ranges and employee compensation. Evergreen will also produce a pay plan for the City, develop strategic positioning recommendations and opportunities, and provide options to address salary progression and compression considering internal and external equity to ensure competitiveness within the market. Evergreen will prepare implementation strategies and a cost analysis for the pay plan and compensation recommendations.

Compensation and Classification Study
City of Miami Beach

Evergreen Solutions is retained by the City of Miami Beach to conduct a Compensation and Classification Study for 600 benchmark jobs that were identified by the City Human Resources Department. Evergreen worked with the City to identify comparable cities and public sector organizations in South Florida to review the effectiveness of the City's current salary plan as it related to market competitiveness for attracting and retaining quality employees. The study was conducted in two phases. Phase 1 consisted of 300 positions (i.e., classifications) and Phase 2 also consisted of 300 positions. Therefore, only those employees that were covered by the 300 positions were included in each phase of the study. **Note:** This project is nearing completion.

Compensation Study
City of North Miami Beach

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology— and how to implement, administer, and maintain the recommended compensation system—was accomplished. **Note:** Evergreen was again hired in 2021 to conduct a Compensation and Classification Study.

Classification and Compensation Study
City of South Miami

Evergreen Solutions was retained by the City of South Miami to conduct a Classification and Compensation Study. Evergreen conducted a job analysis to ensure internal equity and to update job descriptions. Evergreen also conducted a market salary survey by collecting salary data from peer organizations in order to provide recommendations that will allow the City to better retain and attract a well qualified workforce.

Pay and Classification Study
City of Doral

Evergreen Solutions was engaged with the City of Doral to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, salaries were analyzed in the public and private sector to determine the appropriate salary for all included jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen was previously hired to conduct a Compensation, Classification, and Value Engineering Study.

Classification and Compensation Study
City of Coral Gables

Evergreen Solutions was retained by the City of Coral Gables to conduct a Classification and Compensation Study. Evergreen's consultants conducted a job analysis in order to determine the appropriate classification structure for the City and to update job descriptions. Evergreen also conducted a salary survey for the purpose of ensuring that the City's pay plan was competitive in the market for retaining and recruiting a talented workforce.

Compensation and Benefits Study
City of Homestead

Evergreen Solutions was engaged with the City of Homestead to conduct a Compensation and Benefits Study. Evergreen conducted an analysis of pay and leave benefits including holidays, sick leave, administrative leave, and vacation against the market and provided recommendations to allow the City to be more competitive in the market for retaining and recruiting employees.

Compensation Analysis
City of Orange City

Evergreen Solutions was engaged with the City of Orange City to conduct a Compensation Analysis. Evergreen's consultants estimated the City's market position, refined pay plan, and slotted incumbents based on data that was collected from the region.

Salary Survey
City of Temple Terrace

Evergreen Solutions was retained by the City of Temple Terrace to conduct a Salary Survey. Benchmark positions were selected and compared against market peers to determine equitable pay for City employees. Evergreen's recommendations improved the competitiveness of the City and helped prepare it for future recruitment challenges.

Comprehensive Classification and Compensation Study
City of Panama City Beach

Evergreen Solutions was hired by the City of Panama City Beach to conduct a Comprehensive Classification and Compensation Study by reviewing job descriptions, position classification schedules, pay plans, and compensation programs for approximately 255 non-union City employees. Evergreen presented a methodology that accurately and fairly measured compensable factors, allowed proper and equitable cross comparisons of compensable factors for classes, and minimized the appearance of possible prejudices on the part of the City administration.

In the end, Evergreen provided written procedures for maintaining pay plans, reviewed general practices, and made recommendations for improvements to the current classification and compensation structure based upon the results of the market and benefit survey and the classification analysis. Further, Evergreen designed and recommended an implementation plan for the updated compensation strategy with the lowest impact to both the minimum and maximum points of the updated pay plan and the greatest gain to positions that fell outside of the updated and designated range. Evergreen also recommended administrative procedures to maintain fairness and competitiveness of the position classification and compensation plan after implementation and recommended final pay schedules with projected costs based on a range of alternative implementation plans.

Compensation Study
City of Panama City Beach

Evergreen Solutions was hired in 2023 by the City of Panama City Beach to conduct a Compensation Study. Evergreen collected relevant data; identified up to 15 targets and 30 classifications for a market salary survey; developed and conducted a salary survey and analyzed results; reviewed up to 10 job descriptions for possible reclassification; provided recommendations for updates/changes to the pay plan, including implementation options, based on market survey results; and prepared and deliver a draft and final report. **Note:** Evergreen previously conducted a Classification and Compensation Study for the City.



Comprehensive Classification and Compensation Study
City of Panama City

Evergreen was retained by the City of Panama City to conduct a Comprehensive Classification and Compensation Study for 545 non-union positions/employees, including approximately 79 firefighters, 92 police officers, and 5 elected officials in 190 job classifications. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen reviewed the City's current performance evaluation system, tools and procedures, and made recommendations for necessary changes to the system. Recommendations were also provided to improve fairness and equity of all jobs within the City. Select City staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system were accomplished. Evergreen made recommendations regarding enhancements to the City's current performance evaluation system and provided the City with a performance evaluation tool. **Note:** Evergreen was again hired by the City of Panama City to conduct a salary survey update.



Pay and Classification Study
City of Fort Walton Beach

Evergreen Solutions was hired by the City of Fort Walton Beach to conduct a Pay and Classification Study for its 320 employees. Evergreen conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conducted personal interviews with employees, supervisors, and directors to determine whether classifications were correctly placed in organizational hierarchy and if individual positions were classified correctly.

Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, actual salaries, and



benefits information to ensure the City of Fort Walton Beach's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets. Evergreen conducted a comparison of existing benefits with market data and comment.

Evergreen recommended and implemented a classification system that could be utilized by City staff at the conclusion of the project. To accomplish this Evergreen's consultants: grouped positions based upon duties performed, knowledge, skills and abilities for the position; conducted and analysis that addressed the issue of internal equity; recommended the assignment of each classification to a pay grade; reviewed current job descriptions and revised/updated as necessary; reviewed the City's current assignment of exempt versus non-exempt status as it related to the FLSA and made appropriate recommendations with justification; and provided appropriate adjustments to account for regional cost of living variations.

Compensation Management Services
Flagler County

Evergreen Solutions was hired by Flagler County to provide Compensation Management services. Evergreen Solutions performed the following: conducted a salary and benefits survey of coastal county peers; collected secondary data on the private sector for those classifications that were more impacted by private industry; analyzed benefits and quality of life data to estimate total compensation for County classifications; developed a new pay plan based on market findings and slotted all included classifications; recommended several methods for placing classifications into the new pay plan and estimated the associated cost; ensured that the adopted pay plan and placement methodology supported a three-level method of employee increases; developed an implementation strategy for enacting the recommended changes to the pay grades and placement; provided a written report summarizing the findings and recommendations; and developed and provided training for a new performance evaluation system.

Note: Evergreen was previously hired by the County to conduct a Job Classification and Pay Study in 2016.

Compensation and Classification Study
Alachua County

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;

- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;

- allocate each employee with regard to the new classification structure;

- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;

- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;

- recommend a salary structure, including the number of pay grades, and pay ranges;

- recommend salaries for each classification, as well as recommended salaries for each employee;

- provide a classification maintenance plan;

- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and

- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.

Compensation Study
Lake County

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendation for ranges that

lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.



Compensation Market Salary Survey
Sumter County

Evergreen Solutions was retained by Sumter County to conduct a comprehensive market salary study designed to ascertain the external equity of its compensation plan. The County wanted Evergreen to evaluate its competitiveness with not only the public sector, but the private sector as well. Evergreen employed a methodology that included data from both of these critical markets and took into account the importance of total compensation, including salaries, benefits, and supplements, and provide recommendations for improvements as needed. In addition, Evergreen evaluated the County's classifications to determine whether a functional combination of positions was possible or appropriate, and made administrative recommendations that were designed to assist the County in maintaining the system over time.



Salary and Benefits Review
Hernando County

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications. Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.





Classification and Compensation Study Analysis
Suwannee County

Evergreen was hired by Suwannee County to conduct a Classification and Compensation Study Analysis. Evergreen will perform the following tasks: provide a comprehensive evaluation of every job in the County; establish appropriate benchmarking standard and conduct salary surveys; analyze and recommend changes to the present compensation structure to meet market analysis; update job descriptions; recommend and identify a consistent and competitive market position; conduct a compression analysis to include any recommendations for implementation; and conduct a training program for the Human Resources staff.



Compensation and Benefits Study
Seminole County

Evergreen Solutions was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. **Note:** Evergreen also conducted two other studies for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).



Compensation Study
Osceola County

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.



Compensation Study
Orange County

Evergreen Solutions was retained by Orange County to conduct a Compensation Study for non-represented staff. Evergreen's consultants conducted a salary survey to determine the County's market position and prepared a final report with cost analysis for implementation of all recommendations.

Compensation Study
Sarasota County

Evergreen Solutions was retained by Sarasota County to conduct a Compensation Study. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system. **Note:** Evergreen was again hired in 2023 to conduct a Compensation Study Update.

Classification and Compensation Study
Pinellas County

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that would effectively provide the County with the resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was be to have a credible classification and compensation plan that: allows positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identifies salaries for assigned duties; outlines promotional opportunities and possible compensation growth; identifies pay differential between individual classifications; and identifies relevant labor markets.

Compensation Study
Hillsborough County

Evergreen Solutions was hired in 2022 to conduct a Compensation Study on select positions to determine the County's market position as it related to those positions.

Compensation, Classification, and Performance Management Study
Manatee County

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

Note: Evergreen completed a market survey and compensation analysis update in 2012 and also conducted a Compensation and Classification study of the Information Technology Services Department in 2014.

Salary Study
Highlands County

Evergreen Solutions was retained by Highlands County to conduct a Salary Study for its workforce. The primary goal of the study was to ensure that the County maintained a sound process that provided a classification and pay structure that was fair, equitable, and systematic with a compensation plan that was comparable with other governmental jurisdictions as well as the private sector. The County desired a pay program that was fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruited, and was supportive

of the County's compensation philosophy to be competitive with area markets in order to attract, motivate, and retain quality employees.

Evergreen's consultants evaluated current pay grades (i.e., number of pay grades, including additions, deletions, and/or consolidations) and recommended a strategy for improvements. Evergreen further developed a classification system that facilitated ongoing compensation analysis and reporting and was based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comported with EEOC guidelines for government employers. Evergreen reviewed position titles (including supervisory/management) and recommended a titling structure which defined consistent levels of responsibility across the County.



Classification and Compensation Study
Hardee County

Evergreen Solutions was engaged with Hardee County to conduct a Compensation and Classification Study. Evergreen reviewed existing classification plans, conducted a job analysis, performed a custom salary study, prepared pay plan option schedules, and reviewed and revised select job descriptions.



Classification and Compensation Study
Charlotte County

Evergreen Solutions was retained by Charlotte County to conduct a classification and compensation study for approximately 900 full-time and part-time employees in 250 classification specifications. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. A review of all current classification specifications and job descriptions was made to ensure consistency, compliance with current industry best practices as to form, and compliance with applicable provisions of the Fair Labor Standards Act (FLSA), ADA, PERC (Florida Statute 447.203), and other applicable State and federal laws.

A salary survey was conducted within the appropriate public and private job markets to determine current market pay grade assignment and salary structure commensurate with the job assignment. Evergreen offered criteria for a candidate's or an employee's placement within corresponding zones of the pay range. Recommendations were made for resolving pay compression issues that had been created due to 5 – 6 years of wage freezes compounded by ever-increasing market competitiveness. **Note:** Prior to this study, Evergreen was hired by the County to conduct a Market Salary Survey.



Compensation and Classification Study
DeSoto County

Evergreen Solutions was engaged with DeSoto County to conduct a Compensation and Classification Study. Evergreen reviewed existing classification plans, conducted a job analysis, performed a salary study, prepared pay plan option schedules, and reviewed and revised job descriptions.

Employee Compensation and Classification Study
Indian River County

Evergreen Solutions was retained by Indian River County to conduct an Employee Compensation and Classification Study. The objectives of the study were to:

- perform an audit and analysis of position classifications and determine appropriate classifications and job titles;
- determine FLSA status of exempt or non-exempt for each classification;
- analyze the organizational structure to determine hierarchal structure, realign positions consistent with the market, and identify career ladders;
- provide updated job descriptions for each classification;
- develop a competitive pay plan (administrative, exempt, non-union, Teamsters, and IAFF) and placement of each classification within the pay plan that will support recruitment and retention;
- provide implementation options based on budgetary factors;
- develop compensation and pay administration strategy necessary to maintain a competitive pay plan;
- identify possible disparate wage or organizational compensation concerns and recommended corrective actions;
- provide a job analysis tool to be used when evaluating new positions to be placed in the pay and classification plan;
- provide a performance evaluation tool to assess job performance; and
- provide requested services and deliverables that comply with any and all federal, state and local laws and regulations.

Classification and Compensation Study
Palm Beach County

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the current classification and compensation structure. Evergreen performed the following tasks: conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee; provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.

Compensation Survey
Miami-Dade County

Evergreen Solutions was retained by Miami-Dade County to conduct a Compensation Survey. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations will be provided to improve the fairness and equity in the current system.

Compensation and Classification Study Services
Monroe County

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

Note: Evergreen was again hired by Monroe County in September of 2016 to implement a minimum Living Wage of $31,200 year/$15.00 an hour (This included a determination of issues that arose with supervisory duties or compression of positions; what needed to be done to fix those issues; cost for County implementation with variable options; and publication of analysis). Evergreen also completed a compensation plan update for the County in 2023.



Pay and Classification Study
Gulf County

Evergreen Solutions was engaged with Gulf County to conduct a Pay and Classification Study for its workforce. Evergreen analyzed each position within the County by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; and assessing classifications within positions. In addition, Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, and determined FLSA status (exempt/non-exempt) for positions under federal regulations. Based on this review, Evergreen presented a proposed classification structure to County management, including a cost analysis for positions that required adjustments.

Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that Gulf County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets.



Pay and Classification Study
Bay County

Evergreen Solutions was engaged with Bay County in 2015 to conduct a Pay and Classification study. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. In addition, a salary survey was conducted in the public sector to determine the appropriate pay ranges for 30 benchmarked positions. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen also previously performed a Pay and Classification Study for the County.



Compensation Study
Santa Rosa County

Evergreen Solutions was retained by Santa Rosa County to conduct a Comprehensive Compensation Study. Evergreen performed the following tasks: established criteria for the selection of survey participants; conducted salary survey prepare an analysis based on the results; established equitable salary ranges to provide for the recruitment and retention of qualified staff, equitable relationships of one job to another within the organization, and addressed compression/equity issues between pay grades and classifications; evaluated existing compensation policies and proposed any recommended changes; and prepared and delivered the final report to the County Commission. **Note:** Evergreen was hired again in 2022 to conduct a Compensation Study for the County.

Classification, Compensation, and Benefits Study
Town of Jupiter

Evergreen Solutions was retained by the Town of Jupiter to conduct a classification, compensation, and benefits study of its workforce. Evergreen's consultants reviewed the effectiveness of the Town's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Evergreen conducted a job analysis for ensuring proper classification and internal equity. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.

Compensation and Classification Analysis
Village of Pinecrest

Evergreen Solutions was hired by the Village of Pinecrest to conduct Classification Reviews and compensation market analysis utilizing Job Assessment Tool responses and salary survey processes. Evergreen Solutions consultants conducted on-site orientation sessions and focus group meetings where employees were informed of the content of the JAT and coordinated with Village representatives to conduct the JAT in a timely manner. The Village also contributed to a list of benchmark classifications and targeted peer organizations for the external market analysis. At the conclusion of the study the Village was presented with revised and formatted Job Descriptions which reflect up-to-date job tasks and requirements as well as recommendations and implementation strategies for addressing internal and external equity. Each classification was also reviewed for FLSA compliance.

Compensation Study
Village of North Palm Beach

Evergreen Solutions was retained to conduct a compensation study for the Village of North Palm Beach. The study included evaluating private and public labor market, and making recommendations to improve competitiveness in alignment with the Village's strategic goals. Evergreen's recommendations improved the competitiveness of the Village and helped prepare it for future recruitment challenges.

Compensation and Classification Study
Town of Davie

Evergreen Solutions was engaged with the Town of Davie to conduct a Compensation and Classification Study. Evergreen conducted a comparison analysis of all employees within the Town and analyzed the job tasks for each position surveyed by best match and benchmark pay ranges to local public sector markets. Evergreen conducted a review of job classifications for appropriate internal equity and identify functional overlap and efficiencies in departmental structures and relationships. Evergreen further conducted a job task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conduct personal interviews with employees, supervisors, and directors, as needed. Evergreen identified and designated all high-risk and/or safety-sensitive classifications and included the appropriate pre-employment screening requirements as mandated by federal, state and local statutes.

Evergreen reviewed existing salaries to determine proper placement within proposed classifications, and recommended appropriate "equity adjustments" as needed. Evergreen determined if classifications were correctly placed in organizational hierarchy and reviewed whether individual positions were classified correctly. In the end, Evergreen provided the Town a recommended classification and compensation structure and a system for maintaining the recommended structure.

Compensation Study
Town of Lady Lake

The Town of Lady Lake hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants reviewed and evaluated the Town's compensation policies and procedures and made an assessment of the current conditions. Further, Evergreen worked with the Town to identify peer organizations to use as targets for a survey of salary and benefits. A Final Report was generated, documenting the previous steps of the study, and presented to the Town Commission. Recommendations were made for continued administration of the new compensation system, and training and guidance was provided to the Human Resources Department staff.

Section 3.0
Skills and Credentials of the Designated Team

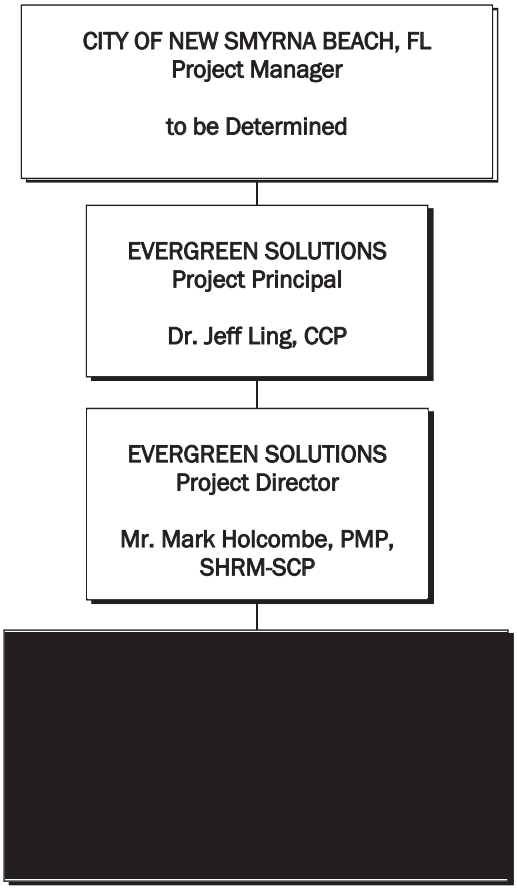
3.0 Skills and Credentials of the Designated Team

In this section, we provide you with the qualifications of our proposed project team through summary resumes. Detailed resumes are available upon request.

3.1 Proposed Project Team

Exhibit 3-1 reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation and Benefits Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the City of New Smyrna Beach.

Exhibit 3-1
Proposed Project Management Organization and Personnel Assignments



City of New Smyrna Beach Project Manager. With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

Evergreen Solutions' Project Principal. Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract and will be our top level of project responsibility.

Evergreen Solutions' Project Director. Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants and will ensure that deliverables are met within specified timelines.

Evergreen Solutions' Project Consultants. Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, conduct orientation sessions and focus groups, administer the Job Assessment Tool (JAT) and Management Issues Tool (MIT), conduct a salary and benefits survey, review and revise job descriptions, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Compensation and Benefits Study to the City of New Smyrna Beach.

3.2 Key Personnel

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement.

Project Principal Dr. Jeff Ling, CCP

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification**– He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal or Project Director for more than 1,400 public sector projects related to Classification and/or Compensation, including more than 200 in the State of Florida.**

- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.

- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.

- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

Project Director
Mr. Mark Holcombe, SHRM-SCP, PMP

Mr. Mark Holcombe has more than ten years of management and consulting experience and is recognized as a certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP). He has been at Evergreen Solutions seven years, during which time he has been promoted through the organization and has led Evergreen's largest local government practice for the past two years. His academic foundation in micro and macroeconomics, combined with his experience leading a business before

joining Evergreen, has given him significant experience in leading teams, modeling and controlling costs, and working to provide a product that meets the needs of all stakeholders. This experience has been instrumental in ensuring that his team is able to translate complex and comprehensive data into actionable insights for his clients.

At Evergreen, Mr. Holcombe's emphasis has been in compensation and classification studies of varying size and scope. He has led projects with cities and counties, colleges and universities, K-12 school districts, transportation organizations, and statewide government organizations. Some of his principal areas of expertise are:

- Refining client compensation and classification systems, ensuring alignment with HR best practices and meeting specific client needs.
- Leading initiatives focusing on market competitiveness for large and complex public sector clients.
- Constructing reports and visuals to share complex findings in an approachable way.
- Crafting complex cost models to facilitate accurate budgetary projections for clients.
- Assessing market data, synthesizing information from a variety of sources to provide comprehensive compensation insights.
- Redesigning classification systems to modernize and streamline titling conventions for entire organizations or within job families.
- Conducting reviews centered around gender and racial equity in compensation systems, ensuring their adherence to local, state, and federal laws and regulations.

A sample of some of the public sector projects that Mr. Holcombe has been involved with include: a Compensation Study for the Flagler County Tax Collector, FL; a Compensation Study for the Manatee County Clerk of the Circuit Court and Comptroller, FL; a Compensation Study for the Highlands County Clerk of Court and Comptroller, FL; a Compensation Study for Highlands County, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for Northwest FL Beaches International Airport, FL; a Compensation Study for the City of North Miami, FL; a Compensation Study for the South Walton Fire District, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study Analysis for Suwannee County, FL; a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, FL; a Compensation Study for the City of Boca Raton, FL; a Classification and Compensation Study for the City of North Miami Beach, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation and Classification Study for the Town of Davie, FL; a Classification and Compensation Study for the Early Learning Coalition, FL; a Classification and Compensation Study for Palm Beach County, FL; a Classification and Compensation Study for the Leon County Sheriff's Office, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Compensation Study for the City of Key West, FL; a Performance Evaluation Study for the City of Key West, FL; a Classification and Compensation Study for Okaloosa County, FL; a Classification and Compensation Study for the Wakulla County Board of County Commissioners, FL; a Classification and Compensation Study for Franklin County, FL; a Pay and Classification Study for Jefferson County, FL; a

Compensation Plan Update for the Florida Sheriff's Association; a Classification and Compensation Study for the Monroe County Sheriff's Office, FL; a Compensation Study for Brevard County, FL; a Salary Survey for the City of Sopchoppy, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of Fort Myers, FL; a Strategic Plan for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Town of Hilliard, FL; a Review of Compensation for the Fire Department for Sarasota County, FL; a Staffing Study for the Fort Myers Police Department, FL; a Classification and Compensation Study for Pinellas County, FL; a Compensation Study for the City of Zephyrhills, FL; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Milton, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Staffing Study for the City of Fayetteville, GA; a Compensation Study for the City of Commerce, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Auburn, AL; a Pay and Classification Study for Dorchester County, SC; a Classification and Compensation Study for the City of Mauldin, SC; a Compensation Study for Laurens County, SC; an Organizational Assessment of the HR Department for York County, SC; a Comprehensive Classification and Compensation Study for the City of Fayetteville, NC; a Market Salary Survey for the City of Rocky Mount, NC; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Plan for the City of Petersburg, VA; a Classification and Compensation Study for the City of Hopewell, VA; a Classification and Compensation Study for Loudoun County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Consulting Services for Chesterfield County, VA; a Market Salary Survey for Chesterfield County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Compensation and Classification Study for Bedford County, VA; a Compensation Consultation Services for Genesee County, NY; a Classification and Compensation Study for Frederick County, MD; a Compensation Study for the City of Baltimore, MD; a Classification Study for Talbot County, MD; a Compensation Study for Allegany County, MD; an Employee Compensation and Classification Study for the City of Takoma Park, MD; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; an Employee a Compensation Study for the County of Montgomery, PA; a Comprehensive Classification and Compensation Study for the Kentucky League of Cities; a Classification/Pay Plan Structure and Compensation Study for the Louisville Regional Airport Authority, KY; a Compensation Study for the Knox County Sheriff's Office, TN; Classification and Compensation Consulting Services to the City of Clarksville, TN; a Classification and Compensation Study for Jasper County, MO; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Fulton, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Classification and

Compensation Study for the City of Leawood, KS; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation Study for the City of Buda, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for the City of Alpine, TX: a Compensation Study and FSLA Review for the City of La Porte, TX; a Compensation and Benefits Study for the City of Portland, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Compensation and Classification Study for the Woodlands Township, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Compensation and Classification for the City of Denton, TX;; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation and Benefits Survey and Analysis for the City of Deer Park, TX; a Compensation Study for the City of Big Spring, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Compensation Study for the City of Brownsville, TX; a Wage and Compensation Study for Jefferson County, TX; a Compensation Study for Aransas County, TX; a Classification and Compensation Study and Analysis for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Compensation Study for Sedgwick County, KS; a Compensation Study for Grand County, CO; a Compensation and Classification Study for Garfield County, CO; a Classification and Compensation Study for the City of Prescott, AZ; a PTO Survey for the City of Prescott, AZ; A Compensation Study for the City of Flagstaff, AZ: a Classification, Compensation, and Benefits Study for Yavapai County, AZ: a Compression Analysis and Pay Equity Study for the Town of Prescott Valley, AZ; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Yucaipa, CA; a Comprehensive Compensation Study for the City of Crescent City, CA; a Consultant Services for a Study of the City's Compensation Plan and Benefits for the City of Sangar, CA; A Classification and Compensation Study for the City of Sacramento, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Classification and Compensation Study for the City of West Hollywood, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA; a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Classification and Compensation Study for the City of Fresno, CA; a Total Compensation Study for the City of Moorpark, CA; a Compensation Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study Services for the City of Bell Gardens, CA; a Classification and Compensation Study for Inyo County, CA; a Compensation Study for the City of Bend, OR; a Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Ridgefield, WA; and a Job Classification Market Study for the City of Bellingham, WA.

Mr. Holcombe holds a Bachelor's Degree with a dual major in Economics and Criminology from Florida State University. He is a certified Project Management Professional (PMP) and holds a SHRM-SCP certification.

Project Consultant
Mr. Rob Williamson

Mr. Rob Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties' 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations. This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association. He was a Keynote speaker for the Florida American Water Works Association for its Fall Conference Opening General Session in 2023.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

A sample of some of the public sector projects that Mr. Williamson has directed or been involved with include: a Classification and Compensation Study for the City of Wildwood, FL; a Classification and Compensation Study for the City of Brooksville, FL; a Compensation Study for the City of Holmes Beach, FL; a Classification and Compensation Study for the City of South Miami, FL; a Classification and Compensation Study for the City of Palm Beach Gardens, FL; a Staffing Study for the City of Naples, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Palmetto, FL; a Comprehensive Compensation Study for Keys Energy Services, FL; a Compensation Study for the Indian River County Property Appraiser's Office, FL; an Employee Classification and Compensation Survey for the Okeechobee Utility Authority, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Pay Plan Study for Peace River Manasota River Water Supply Authority, FL; a Human Resources Compensation Study for the Florida Municipal Power Agency, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the Miami Shores Village, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the City of Oldsmar, FL; a Classification and Pay Plan Study for the City of Panama City Beach, FL; a Compensation Study for the City of Panama City Beach, FL; a Classification and Compensation Study for the City of Boynton Beach, FL; a Compensation Study for the Florida Bar, FL; a Compensation Study for the City of Bradenton,

FL; a Classification and Compensation Study for the Town of Lake Hamilton, FL; a Compensation Study for the City of Plantation, FL; a Classification and Compensation Study for the City of Kissimmee, FL; a Compensation Study for the Town of Oakland, FL; a Classification Study for Cherokee County, GA; a Compensation Study for Spalding County, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study and Analysis for the City of Riverdale, GA; a Classification Study for the City of Clarkston, GA: a Salary Survey for the City of Garden City, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of Dalton, GA; a Classification and Compensation Study for the City of Hampton, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study and Analysis for the City of Lawrenceville, GA; a Compensation Study for the City of Sandersville, GA; a Compensation Study for the City of Cedartown, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the City of Duluth, GA; a Classification and Compensation Study for the City of Madison, AL; a Classification and Compensation Study for the City of Auburn, AL; a Compensation Study for the City of Daphne, AL; a Compensation Study for the City of Opelika, AL; a Compensation and Benefits Study for the City of Mobile, AL; Classification and Compensation Study Services for Dillon County, SC; a Compensation and Classification Study for Greenwood County, SC; a Compensation Study for the Town of Central, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Compensation Study for the City of Pickens, SC; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Classification and Compensation Study for Ashe County, NC; a Classification and Compensation Study for the Town of Huntersville, NC; a Compensation and Classification Study for the Town of Wendell, NC; a Classification and Compensation Study for the City of Burlington, NC; a Classification and Compensation Study for the City of Southport, NC; a Classification and Compensation Study for the City of High Point, NC; a Compensation Study and Pay Equity and Representative Analysis for the Town of Chapel Hill, NC; a Classification and Compensation Study for Onslow County, NC; a Classification and Compensation Study for Dare County, NC; a Classification and Compensation Study for Culpeper County, VA; an HR Market Study for Botetourt County, VA; a Job Classification and Compensation Study for the Town of Wethersfield, CT; a Classification and Total Compensation Study for the Town of Plainville, CT; a Compensation Study for the City of Portsmouth, NH; a Classification and Total Compensation Review for the City of Manchester, NH; a Compensation Study for the City of Morristown, TN; a Compensation Study for the City of White House, TN; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Compensation and Classification Study for the City of Minneapolis Department of Public Works, MN; a Total Compensation

Study for Genesee County, MI; a Job Market Survey for New Braunfels Utilities, TX; a Compensation Study for the City of Aransas Pass, TX; a Classification and Compensation Study for the City of Del Rio, TX; a Comprehensive Classification and Compensation Study for the City of Port Arthur, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the Town of Addison, TX; a Total Compensation and Benefits Study for Calaveras County Water District, CA; and a Classification and Compensation Study for the West Basin Municipal Water District, CA.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.

Project Consultant
Mr. Karl Fuchs

Mr. Karl Fuchs serves as a Senior Consultant at Evergreen Solutions. He has over 25 years of distinguished experience, specializing in public sector human resources, organizational design, and performance management. He excels in collaborating with clients to deliver targeted and impactful solutions utilizing his extensive knowledge of human resources best practices, employment law, and regulatory compliance.

Before joining Evergreen, Mr. Fuchs held the position of Human Resources Director for a local government. In that role, he implemented innovative recruiting strategies that effectively reduced time to hire, enhanced employee retention through targeted incentives and streamlined legacy processes which expedited personnel actions. He also effectively engaged in labor relations with collective bargaining units. As a retired veteran of the Marine Corps, he has an extensive background in leading diverse teams and is a recognized authority in assessing organizational climate. His prior experience with the military as a Manpower, Plans, and Operations Analyst is marked by his ability to conduct thorough staffing analyses and operationalize organizational design.

A sample of some of the public sector projects that Mr. Fuchs has been involved with include: a Compensation Study for Highlands County Clerk of the Circuit Court and Comptroller, FL; a Classification and Compensation Study for the Town of Ft Myers Beach, FL; a Classification and Compensation Study for the City of South Miami, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Palmetto, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study for Okaloosa County, FL; Compensation Consulting Services for Pasco County, FL; a Compensation and Classification Study for Jefferson County, FL; a Classification and Compensation Study for Franklin County, FL; a Compensation Study for Sarasota County, FL; a Human Resources Compensation Study for the Florida Municipal Power Agency, FL; a Compensation and Classification Study for the City of Clearwater, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of New Port Richey, FL; a Classification Study for the City of

Orlando, FL; a Compensation Study for the City of Doral, FL; a Compensation Study for the Town of Oakland, FL; a Pay Plan, Classification and Compensation Study for Okaloosa Gas District, FL; a Custom Salary Survey and Analysis for St. Johns River Water Management District, FL; a Compensation Study for South Walton Fire District, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of South Fulton, GA; a Salary Survey for the City of Garden City, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for City of Atlanta, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for the City of Lawrenceville, GA; a Classification and Compensation Study for the City of Mauldin, SC; a Classification and Compensation Study for Richland County, SC; a Compensation Study for the City of Isle Palms, SC; a Compensation and Classification Study for Greenwood County, SC; a Classification and Compensation Study for Jackson County, NC; a Classification and Compensation Study for Onslow County, NC; a Classification and Compensation Study for the Town of Huntersville, NC; a Compensation and Classification Study for the Town of Wendell, NC; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Classification and Compensation Plan for the City of Petersburg, VA; a Compensation Study for the City of Baltimore, MD; a Classification and Compensation Study for Garrett County, MD; a Classification and Total Compensation Study for the Town of Plainville, CT; a Total Compensation Study for Genesee County, MI; a Compensation Study for the City of Fulton, MO; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for Burnet County, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Comprehensive Classification, Compensation, and Staffing Analysis Study for the City of Odessa, TX; a Classification and Compensation Study for the City of Del Rio, TX; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the City of Yucaipa, CA; a Classification and Compensation Study for the City of Fresno, CA; a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Compensation and Benefits Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; and a Professional Technical and Expert Services for the City of Portland, OR.

Mr. Fuchs holds a Juris Master in Employment Law and HR Risk Management from Florida State University, College of Law, and a Bachelor of Arts in Business Administration, Management from Saint Leo University. He is currently expanding his expertise by completing a Master of Public Administration at the University of North Carolina at Chapel Hill, School of Government.

Project Consultant
Mr. Peter Backhaus

Mr. Peter Backhaus is a Senior Consultant with Evergreen who specializes in salary benchmarking, pay plan design, and public safety markets. He focuses on delivering strategic compensation solutions tailored to meet the unique needs of each client. He has also assisted clients in developing innovative strategies and implementing best practices in classification and compensation. He has worked with a diverse range of clients across various areas of the public sector, including public utilities, public safety units, specialized service districts, transportation authorities, and general local governments.

Mr. Backhaus began his career working in sales through various markets. He quickly transitioned into a role with Verizon's most prominent partner as an account manager, focusing on business relationships and growth. Most prominently in his sales path, he joined a startup as the sales manager to lead a team through client growth and retention, while also developing outbound strategy for adopting new verticals for the company. With the startup, projected targets were exceeded, and several notable clients were guided to successful business paths. He strongly values the relationships developed with his clients and communication through all modes of life.

A sample of some of the public sector projects that Mr. Backhaus has been involved with include: a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Bradenton, FL; a Classification and Compensation Study for Boynton Beach, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation Study for the City of Zephyrhills, FL a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for Okaloosa County, FL; a Classification and Compensation Study for Franklin County, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the City of Flagler Beach, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for Riviera Utilities, AL; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Classification and Compensation Study for the City of Hampton, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Eastpoint, GA; a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the

City of Duluth, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Compensation Study for the Town of Central, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; a Classification and Compensation Study for Dare County, NC; a Classification and Compensation Study for Culpeper County, VA; a Classification and Compensation Study for the City of Hopewell, VA; an HR Market Study for Botetourt County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Compensation Study for City of Aransas Pass, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation Study for the City of Buda, TX; a Compensation and Benefits Study for the City of Portland, TX; a Classification and Compensation Study for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Consultant Services for a Study of the City's Compensation Plan and Benefits for the City of Sanger, CA; a Classification and Compensation Study for Inyo County, CA; a Compensation and Benefits Study for the Victor Valley Transit Authority, CA; a Compensation Study for the City of Bend, OR; and a Professional Technical and Expert Services for the City of Portland, OR.

Mr. Backhaus has a Bachelor's of Science in Economics with Minors in Sociology and Communication.

Project Consultant
Ms. Tara Tabachnik

Ms. Tara Tabachnik is a Consultant with Evergreen Solutions. She began her career at Evergreen as a Junior Analyst and has since developed exceptional skills and knowledge in Human Resources consulting that she applies in her current role as a Consultant. Since joining Evergreen, she has mastered the art of conducting market surveys and market research and has been a great resource to the project teams. She has taken on a lead role with Evergreen's market surveying efforts through the creation of Evergreen's internal data team. She works closely with all project teams by conducting salary surveys, benefits surveys, staffing surveys, and market research for various types of clients.

A sample of some of the more recent public sector projects that Ms. Tabachnik has been involved with include: a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Compensation Study for the Highlands County Clerk of Court and

Comptroller, FL; a Compensation Study for Broward College, FL; a Classification and Compensation Study for St. Petersburg College, FL;A Comprehensive Compensation Study for Valencia College, FL; a Staffing Study for the City of Naples, FL; a Compensation Study for the South Walton Fire District, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Fort Myers, FL; a Classification and Compensation Study for the City of Atlanta, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Market Salary Survey for the City of Rocky Mount, NC; Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Position Classification and Compensation Analysis for the College of Southern Maryland; a Classification and Compensation Study for Prince George's County, MD; an Employee Compensation and Classification Study for the City of Takoma Park, MD; a Compensation Consultation Services for Genesee County, NY; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Jefferson, MO; a Classification and Compensation Study for Jasper County, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study for the City of Leawood, KS; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the Town of Addison, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Compensation and Classification for the City of Denton, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation and Classification Study for Garfield County, CO; a Classification and Compensation Study for the Superior Court of California, County of Monterey, CA; a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA; a Classification and Compensation Study for Inyo County, CA; a Classification and Total Compensation Study for Whatcom Transportation Authority, WA; a Professional Technical and Expert Services for the City of Portland, OR.

Ms. Tabachnik has an MBA and a Bachelor's Degree in Finance from Florida State University.

Note: A team of experienced analytical and clerical support staff will contribute to this study, as needed.

Section 4.0
Scope, Approach, Anticipated Timeframe and Technological Resources

4.0 Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources

In this section, we provide our approach and methodology for conducting the Compensation and Benefits Study for the City of New Smyrna Beach; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables in the scope of work of the Request for Proposal; and our project timeframe. Note: Our technological resources are described in our approach (e.g., communication plan, software – Job Assessment Tool/*JobForce Manager*, etc.). Evergreen also utilizes excel for much of its analysis. We will train City staff on how to use our resources so that they can maintain recommendations following the conclusion of the study.

4.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct the Compensation and Benefits Study for the City of New Smyrna Beach as our team includes recognized experts in local government human resources management and understands that there is not a "one size fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization's compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City's designated Project Manager, and the Human Resources Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification, compensation, and benefits data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan

Communication is a critical component of a Compensation and Benefits Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Employee Orientation and Focus Groups

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen's consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Department Head Interviews

Evergreen staff conduct one-on-one interviews with department heads/senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Job Assessment Tool and Management Issue Tool

Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

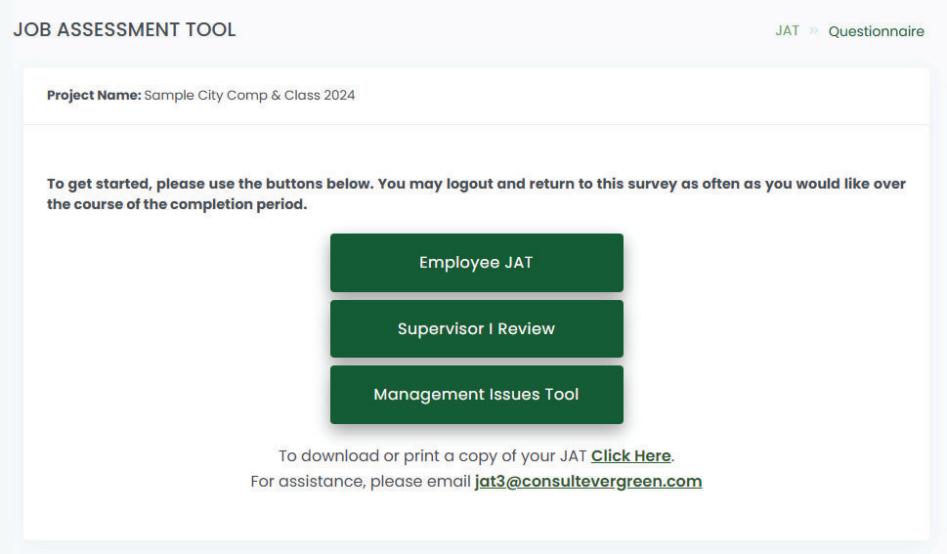
The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

Exhibit 4-1 below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

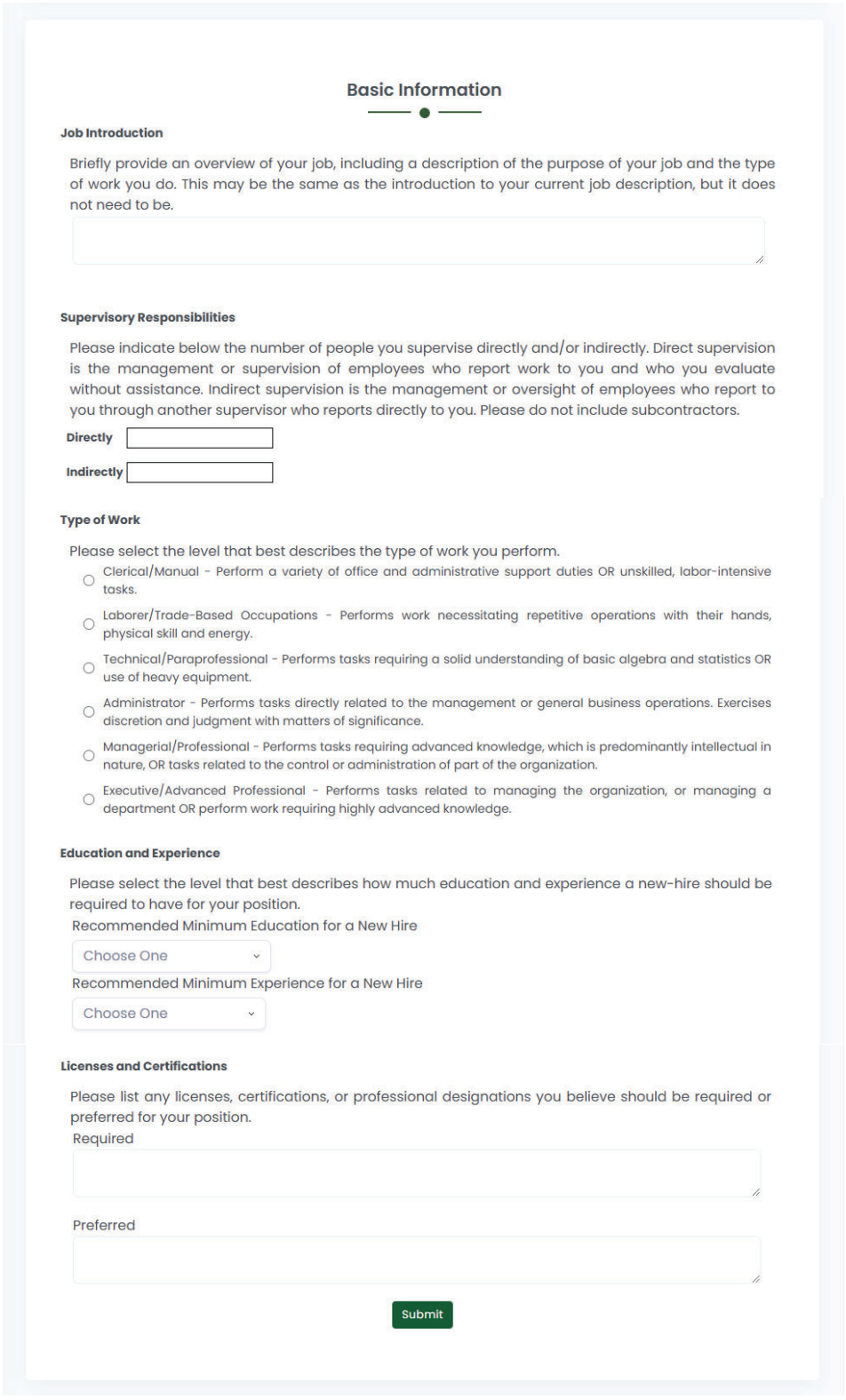
Exhibit 4-1
Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2024

Exhibit 4-2 illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.

Exhibit 4-2
Job Description and Responsibilities



Basic Information

Job Introduction

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be.

Supervisory Responsibilities

Please indicate below the number of people you supervise directly and/or indirectly. Direct supervision is the management or supervision of employees who report work to you and who you evaluate without assistance. Indirect supervision is the management or oversight of employees who report to you through another supervisor who reports directly to you. Please do not include subcontractors.

Directly

Indirectly

Type of Work

Please select the level that best describes the type of work you perform.

- Clerical/Manual - Perform a variety of office and administrative support duties OR unskilled, labor-intensive tasks.
- Laborer/Trade-Based Occupations - Performs work necessitating repetitive operations with their hands, physical skill and energy.
- Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic algebra and statistics OR use of heavy equipment.
- Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
- Managerial/Professional - Performs tasks requiring advanced knowledge, which is predominantly intellectual in nature, OR tasks related to the control or administration of part of the organization.
- Executive/Advanced Professional - Performs tasks related to managing the organization, or managing a department OR perform work requiring highly advanced knowledge.

Education and Experience

Please select the level that best describes how much education and experience a new-hire should be required to have for your position.

Recommended Minimum Education for a New Hire

Choose One

Recommended Minimum Experience for a New Hire

Choose One

Licenses and Certifications

Please list any licenses, certifications, or professional designations you believe should be required or preferred for your position.

Required

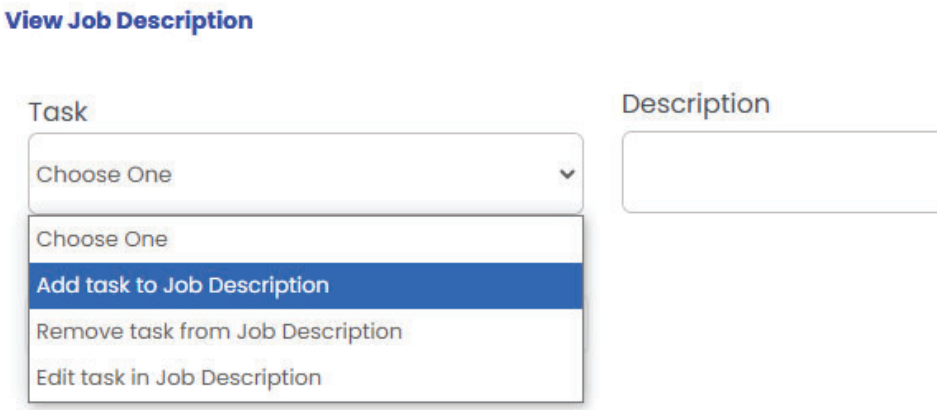
Preferred

Submit

Source: Evergreen Solutions, 2024

Exhibit 4-3 shows a similar page in which employees are asked to list the Essential Functions of their job using their current job description as a starting point (if available). These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.

Exhibit 4-3
Job Functions



Source: Evergreen Solutions, 2024

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as "red flags" to Evergreen staff during the analysis portion of the project.

Preliminary Assessment

As a starting point for analysis, Evergreen's project consultants review the client's database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity, compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.

Job Evaluation

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the

compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Compensation

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

Market Salary and Benefits Survey

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.

Benchmarks

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that

the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

Targets

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

Unifying the Solution

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

Compensation Administration Guidelines

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: ***JobForce Manager***. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, ***JobForce Manager*** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

Exhibit 4-4 displays the interface from ***JobForce Manager*** for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of

compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.

Exhibit 4-4
JobForce Manager Tool

Department	Class Title ▲	JAT Score	JAT Projected Grade Min	JAT Projected Grade	JAT Projected Grade Max	Market Midpoint	Market Projected Grade	Pay Plan (Select)	Grade (Select)	Assigned Min	Assigned Mid	Assigned Max
Finance	Accounting Manager	525.0	E06	E07	E08	$93,351.97	E09	Exempt	E10	$75,599.66	$96,389.57	$117,179.48
Finance	Accounts Payable Clerk	300.0	NE05	NE06	NE08			Non-Exempt	NE07	$29,169.65	$34,214.08	$39,258.50
Finance	Accounts Payable Supervisor	443.8	NE15	NE17	NE18	$72,318.33	NE22	Non-Exempt	NE18	$49,889.99	$58,517.68	$67,145.36
Parks & Recreation	Adaptive Recreation Specialist	400.0	NE12	NE13	NE15			Non-Exempt	NE16	$45,251.70	$53,077.26	$60,902.83
Community Development	Addressing Coordinator	337.5	NE08	NE09	NE10			Non-Exempt	NE18	$49,889.99	$58,517.68	$67,145.36
City Manager's Office	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Community Development	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Engineering	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Legal	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Police	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Public Works	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Public Works	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Legal	Administrative Assistant-Pt	275.0	NE03	NE05	NE06			Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Police	Animal Control	387.5	NE11	NE13	NE14	$43,229.82	NE12	Non-	NE14	$41,044.63	$48,142.64	$55,240.65

Source: Evergreen Solutions, 2024

4.2 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct Compensation and Benefits Study for the City of New Smyrna Beach is provided in this section. Evergreen understands the City currently has approximately 323 employees in 150 classifications that will be included in the study.

Our work plan consists of the following 11 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan and Make FLSA Determinations
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Revised Class Descriptions

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final timeline for all project milestones and deliverables.

TASK ACTIVITIES

1.1 Discuss with the City's Project Manager (CPM) and any other key personnel the following objectives:

- the classification and pay plan study process;
- understand mission and current compensation philosophy;
- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials from the City, including:

- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), benefits plans, and classification system; and

1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.

1.5 Provide bi-weekly verbal check-ins and monthly written detailed progress reports to the CPM throughout the study.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City staff

Task 2.0
Evaluate the Current System

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

TASK ACTIVITIES

2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.

2.2 Identify the strengths and weaknesses of the current pay plan(s) for the City. Identify pay compressions issues and discuss solutions with the CPM.

2.3 Complete an assessment of current conditions that details the pros and cons of the current system, taking into consideration compensation and benefits, as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 3.0 Collect and Review Current Environment Data

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

3.1 Schedule and conduct employee orientation sessions to describe the scope of work and methodology.

3.2 Interview department directors to obtain relevant information and statistical data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.

3.3 Hold up focus groups to obtain additional relevant information and statistical data on specific compensation issues and policies.

3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs to employees. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.

3.5 Review any data provided by the City that may provide additional relevant insight.

KEY PROJECT MILESTONES

- Department director interviews
- Employee focus groups and orientation sessions
- JAT/MIT distribution

Task 4.0 Evaluate and Build Projected Classification Plan and Make FLSA Determinations

TASK GOALS

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the City's staff.

TASK ACTIVITIES

4.1 Ensure that all draft class specifications for the City are provided to Evergreen by the CPM.

4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.

4.3 Review job evaluation scores and identify the classification of positions.

4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.

4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.

4.6 Develop recommendations of FLSA (exemption) status based on results of the job evaluation (JAT) review and federal requirements.

4.7 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- Job evaluation scores by class
- Recommended classification changes
- FLSA determinations
- Preliminary job structure based on internal equity

Task 5.0 Identify List of Market Surveys Benchmarks and Approved List of Targets

TASK GOALS

- Identify positions to benchmark for the market salary and benefits survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

TASK ACTIVITIES

5.1 Identify and review with the CPM the classifications that will be used as benchmarks for the market salary and benefits survey. **Note:** Evergreen will work with the CPM to identify up to 100 classifications to use as benchmarks for the market salary and benefits survey.

5.2 Finalize the list of positions with the CPM.

5.3 Develop a preliminary list of organizations for the external labor market survey of salary and benefits, placing a comparative emphasis on characteristics such as:

- size of the organization;
- geographic proximity to the New Smyrna Beach area;

- economic and budget characteristics; and
- other demographic data.

5.4 Review and finalize with the CPM up to 20 peer organizations that will be included in the market salary and benefits survey.

5.5 Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.

5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of surveys.

5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

Task 6.0 Conduct Market Salary and Benefits Survey and Provide External Assessment Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Conduct a benefits survey.
- Provide a summary of the market salary and benefits survey results to the CPM.

TASK ACTIVITIES

6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.

6.2 Develop a listing of the current benefits (i.e., retirement plans; paid time off; and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits) provided by the City for comparisons with peer organizations, and any additional benefits.

6.3 Using the list of City provided benefits and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.

6.4 Prepare benefits survey to be included with salary survey developed in Task 6.1.

6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.

6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.

6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.

6.8 Validate all data submitted.

6.9 Develop summary report of external labor market salary and benefits assessment results.

6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

Task 7.0 Develop Strategic Positioning Recommendations

TASK GOALS

- Determine the City's compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

7.1 Identify the accepted compensation philosophy and accompanying thresholds.

7.2 Using the market salary survey data collected in **Task 6.0,** and the classification data reviewed in **Task 4.0**, recommend the appropriate salary structure/ranges (s) for the City's positions.

7.3 Produce a revised or new pay plan that best meets the needs of the City from an internal and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

Task 8.0 Conduct Solution Analysis

TASK GOALS

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.

8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.

8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.

8.4 Discuss with the CPM potential solutions.

8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.

8.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 9.0 Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and Final Report of the Compensation and Benefits Study to the City of New Smyrna Beach.
- Present the Final Report.

TASK ACTIVITIES

9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as implementation strategies.

9.2 Make edits and submit an electronic and hard copy of the Final Report to the CPM.

9.3 Present the Final Report to City Commission

9.4 Develop a communication plan for sharing study results with employees.

9.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

Task 10.0 Develop Recommendations for Compensation Administration

TASK GOALS

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.
- Conduct training.

TASK ACTIVITIES

10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by City staff including recommendations and guidelines related to:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Provide recommendations to the CPM for review.

10.3 Finalize recommendations.

10.4 Provide training and instructional tools to the Human Resources Department staff and Management Team to ensure that staff can conduct individual salary audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's ***JobForce Manager*** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Training on Evergreen's ***JobForce Manager*** tool

Task 11.0 Provide Revised Class Descriptions

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions for only those classifications recommended by Evergreen as a result of the job evaluation process.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

TASK ACTIVITIES

11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.

11.2 Discuss any necessary changes to the class description format with the CPM.

11.3 Update classification descriptions based on data gathered from the job evaluation process.

11.4 Create new class descriptions only for those classifications recommended by Evergreen as a result of the job evaluation process.

11.5 Recommend a systematic, regular process for reviewing class descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- Recommendations for regular review of class descriptions

4.3 Proposed Project Timeframe

Evergreen possesses the ability, staff, skills, and tools to conduct a Compensation and Benefits Study in approximately 4.5 months of the project start date and execution of a contract. Our proposed project timeline is based on a tentative start date of April 15, 2025, and a completion date of August 31, 2025, which is within the recommended timeframe in the RFP.

Our proposed project timeframe, as identified in **Exhibit 4-5**, can be modified in any way to best meet the needs of the City of New Smyrna Beach.

Exhibit 4-5
Proposed Project Timeframe

PROJECT TASKS	2025				
	APR	MAY	JUN	JUL	AUG
1.0: Project Initiation					
2.0: Evaluate the Current System					
3.0: Collect and Review Current Environment Data					
4.0: Evaluate and Build Projected Classification Plan and Make FLSA Determinations					
5.0: Identify List of Market Salary and Benefits Survey Benchmarks and Approved List of Targets					
6.0: Conduct Market Salary Survey and Provide External Assessment Summary					
7.0: Develop Strategic Positioning Recommendations					
8.0: Conduct Solution Analysis					
9.0: Develop and Submit Draft and Final Reports					
10.0: Develop Recommendations for Compensation Administration					
11.0: Provide Updated Class Descriptions					

Section 5.0
Fee Proposal

5.0 Fee Proposal

Evergreen Solutions, LLC is pleased to present our proposed fee to conduct a Compensation and Benefits Study for the City of New Smyrna Beach. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our fees are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 4** of our proposal is **$35,500**. Our fee is all inclusive, and includes travel cost (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket fees. Our fee includes two onsite visits to the City to perform the requested work as most of the work can be conducted virtually. **Note:** Any work outside of the scope of work would be billed at $150 per hour or would be negotiated with the City depending on the type of work requested.

Our preferred payment schedule for all tasks is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 8
- 10% - upon completion of Tasks 9 – 11

Note: All invoices are due within 30 days of receipt or the project may be delayed in moving to the next deliverable identified in the detailed work plan for the project.

We are willing to negotiate the time, scope, and price of the basic tasks, or any other options that the City of New Smyrna Beach wishes to identify.

Section 6.0
References

6.0 References

We have provided three references on the attached reference form (Attachment A of the RFP) that we feel demonstrate the breadth and quality of the work our team has performed as it relates to the services being requested by the City of New Smyrna Beach. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: City of South Miami, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 6130 Sunset Drive, South Miami, Florida 33143		
Contracting Agency/Client: Samantha Fraga-Lopez, Deputy City Manager		
Contact Name and Phone #: Samantha Fraga-Lopez (305) 668-2515		
Contact Email Address and Fax #: SFraga-Lopez@southmiamifl.gov (305) 668-3877		
Contract Amount: $32,500	Start Date: 10/12/2023	End Date: 7/31/2024
Project #2:		
Project Name: City of Palm Beach Gardens, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 10500 N. Military Trail, Palm Beach Gardens, Florida 33410		
Contracting Agency/Client: Sheryl Stewart, IPMA-SCP, SLRP, HR Administrator		
Contact Name and Phone #: Sheryl Stewart (561) 799-4132		
Contact Email Address and Fax #: SStewart@pbgfl.com (561) 779-4170		
Contract Amount: $28,500	Start Date: 10/03/2023	End Date: 1/31/2024
Project #3:		
Project Name: Indian River County, Florida		
Type of Project/Service: Employee compensation and classification study		
Address: 1800 27th Street, Vero Beach Florida 32960		
Contracting Agency/Client: Suzanne Boyll, Human Resources Director		
Contact Name and Phone #: Suzanne Boyll (772) 226-1402		
Contact Email Address and Fax #: SBoyll@indianriver.gov (772) 770-1039		
Contract Amount: $68,500	Start Date: 10/17/23	End Date: 10/17/24

Section 7.0
Financial Stability/Litigation

7.0 Financial Stability / Litigation

Evergreen is financially stable and has the necessary resources, human and financial resources, to provide the services at the level required by the City of New Smyrna Beach. Evergreen has no lawsuits against them in the past five years. Evergreen has not failed to complete any projects in the past five years. To demonstrate our financial stability, we have attached our latest tax return.

All other information is on file with City of NSB procurement

Section 8.0
Completed City Forms

8.0 Completed City Forms

As required by the Request for Proposal, we have included the following required forms.

- Authorized Signature/Negotiators
- Vendor Information Form
- Vendor Summary Form
- Completed W9
- Statement of Insurance
- Public Entity Crime Information Statement
- Disputes Disclosure
- Drug Free Workplace Certification
- Sworn Statement
- Non-Collusion Affidavit
- E-Verify
- Human Trafficking Affidavit
- Conflict of Interest
- Organizational Information
- Prohibition Against Contracting with Scrutinized Companies
- Smoke Free Acknowledgement
- References
- Signed Addendums (if applicable)
- Fee Proposal
- Copy of Sunbiz Registration with Active Status
- Sam's Gov Registration

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: Evergreen Solutions, LLC

Print Authorized Officer Name & Title: Jeffrey Ling, PhD, President

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
City of NSB Form: Fee Proposal	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Jeffrey Ling	President	850.383.0111

Jeffrey Ling, PhD
Print Name

President.
Signature/Title)

Evergreen Solutions, LLC
Company Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation LLC-P

State of Incorporation: Florida

Federal I.D. or Social Security number is: 20-1833438

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information

Company Name: Evergreen Solutions, LLC

Federal Employer Identification Number or SS Number: 20-1833438

DUN Number: 176960842

Mailing Address: 2528 Barrington Circle, Unit 201

Type of Entity (Circle One): Corporation Partnership Proprietorship Joint Venture

City, State, Zip Code: Tallahassee, Florida 32308

Incorporated in the State of: Florida

Corporate Address: 2528 Barrington Circle, Unit 201

What kind of business: "For Profit" or "Not for Profit"

Is Firm in good standing: (Yes) or No

Authorized to transact business in Florida (Yes) or No

City, State, Zip Code: Tallahassee, Florida 32308

State of Florida Department of State Certificate of Authority Document No: L04000073478

Telephone No. 850-383-0111

Email Address: jeff@consultevergreen.com

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Jeffrey Ling, PhD

Vice President: _____

Secretary: _____

Treasurer: _____

Other: _____

Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Title: President

Jeffrey Ling, PhD

Printed Name

Date: 2/19/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ✓ REVISED VENDOR:_____

DATE: 2/19/25

VENDOR NAME: Evergreen Solutions, LLC

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Compensation and Benefits Study

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
2528 Barrington Cir	same	same
ADDRESS	ADDRESS	ADDRESS
Unit 201		
Tallahassee, Florida		
CITY/STATE	CITY/STATE	CITY/STATE
32308		
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Jeffrey Ling, PhD

E-MAIL: Jeff@consultevergreen.com

OFFICE PHONE: 850-383-0111

FAX: 850-383-1511

MOBILE PHONE: 850-383-0111

FEDERAL TAX ID#: 20-1833438

DUNS Number: 176960842

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Evergreen Solutions, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 2528 Barrington Circle, Unit 201

Requester's name and address (optional)

City, state, and ZIP code Tallahassee, Florida 32308

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
20 : 1833438

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

[redacted] Evergreen Solutions, LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President
OFFICER TITLE

2/19/25
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

President — Date: 2/19/25

Authorized Signature and Title

Jeffrey Ling, PhD, President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 08-25-HR described as:

Compensation and Benefits Study.

Evergreen Solutions, LLC
Firm

2/19/25
Date

President
Authorized Signature and Title

Jeffrey Ling, PhD, President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 2/19/25

Authorized Signature

Jeffrey Ling, PhD President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Jeffrey Ling, PhD, President
(Print Individual's Name and Title)

for Evergreen Solutions LLC
(Print Name of Entity Submitting Sworn Statement)

whose business is an LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1833436

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 19th day of February, 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

Jacqueli Barnes
(Notary)

Notary Public State of Florida

My commission expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Leon

Jeffrey Line, being first duly sworn, deposes and says that:

He/she is President of Evergreen Solutions, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Signed

President

Title

Subscribed and sworn to before me this 19th day of Feb, 2025.

Jacqueline Barnes

Office Manager

Title

My Commission Expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Evergreen Solutions, LLC

Consultant E-Verify Registration Number: 341059

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Jeffrey Ling, PhD

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 19th Day of February, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 416038
Expires 10/23/2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Evergreen Solutions, LLC

Authorized Signature: _____ Date: 2/19/2025

Printed Name: Jeffrey Ling, PhD

Title: President

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2025, by _____, as _____ on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

Signature of Notary Public Jacqueline Barnes

Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/23/27

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Tallahassee

Before me, the undersigned authority, personally appeared Jeffrey Ling

who was duly sworn, deposes, and states:

1. I am the President of Evergreen Solutions with a local office in Tallahassee FL (City & State) and principal office in Tallahassee FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Jeffrey Ling, PhD
Typed Name

President
Title

Signed

2/19/25
Dated

Sworn to and subscribed before me this 19th day of February 2025.

Personally known ____ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Leon

Jacqueline Barnes
Printed, typed, or stamped commissioned name of notary public

My commission expires: 10/25/25

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☑ Other (Please specify) LLC-P
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	Tallahassee	
Federal I.D. Number	20-1833438	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Evergreen Solutions, LLC

Mailing Address: 2528 Barrington Circle, Unit 201 Tallahassee, Florida 32308

Telephone Number: 850-383-0111 Fax Number: 850-383-1511 E-mail Address: jeff@evergreensolutions.com

Authorized Signature	Printed Name	FEIN
	Jeffrey Ling, PhD	20-1833438

President — 2/19/25

Title — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Evergreen Solutions, LLC

FEIN: 20-1833438

Authorized Representative Name and Title: Jeffrey Ling, PhD

Address: 2528 Barrington Circle, Unit 201

City: Tallahassee State: Florida Zip: 32308

Phone Number: 850-383-0111 Email Address: Jeffc consultevergreen.com

Certified By: Jeffrey Ling, PhD President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: 2/19/25

Authorized Signature and Title

Jeffrey Ling, PhD President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: City of South Miami, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 6130 Sunset Drive, South Miami, Florida 33143		
Contracting Agency/Client: Samantha Fraga-Lopez, Deputy City Manager		
Contact Name and Phone #: Samantha Fraga-Lopez (305) 668-2515		
Contact Email Address and Fax #: SFraga-Lopez@southmiamifl.gov (305) 668-3877		
Contract Amount: $32,500	Start Date: 10/12/2023	End Date: 7/31/2024
Project #2:		
Project Name: City of Palm Beach Gardens, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 10500 N. Military Trail, Palm Beach Gardens, Florida 33410		
Contracting Agency/Client: Sheryl Stewart, IPMA-SCP, SLRP, HR Administrator		
Contact Name and Phone #: Sheryl Stewart (561) 799-4132		
Contact Email Address and Fax #: SStewart@pbgfl.com (561) 799-4170		
Contract Amount: $28,500	Start Date: 10/03/2023	End Date: 1/31/2024
Project #3:		
Project Name: Indian River County, Florida		
Type of Project/Service: Employee compensation and classification study		
Address: 1800 27th Street, Vero Beach Florida 32960		
Contracting Agency/Client: Suzanne Boyll, Human Resources Director		
Contact Name and Phone #: Suzanne Boyll (772) 226-1402		
Contact Email Address and Fax #: SBoyll@indianriver.gov (772) 770-1039		
Contract Amount: $68,500	Start Date: 10/17/23	End Date: 10/17/24

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed. ✓

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Jeffrey Ling Proposer Signature: _____

Evergreen Solutions, LLC

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Jeffrey Lynch Proposer Signature: _____

Firm Name (Please Print): Evergreen Solutions, LLC

TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ 38,500 (in figures)

Thirty eight thousand and five hundred dollars
(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

Evergreen Solutions, LLC
Company

2528 Barrington Circle, Unit 201
Address

Authorized Signature

Tallahassee, FL 32308
City, State, Zip Code

Jeffrey Ling, PhD, President
Printed Name & Title

850-383-0111
Telephone No.

Jeff@consultevergreen.com
Email

850-383-1511
Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: Evergreen Solutions, LLC
2528 Barrington Circle, Unit 201 Tallahassee, FL 32308
(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: 2/19/2025

Jeffrey Ling PhD, President
Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: _____
Signature of Proposer

Corporation Name & Address: Evergreen Solutions, LLC
2528 Barrington Circle, Unit 201
Tallahassee, Florida 32308

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

N/A

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

N/A

Evergreen Solutions, LLC
Company

Authorized Signature

Jeffrey Ling, PhD, President
Printed Name & Title

jeff@consultevergreen.com
Email

2528 Barrington Circle, Unit 201
Address

Tallahassee, Florida 32308
City, State, Zip Code

850-383-0111
Telephone No.

850-383-1511
Fax No.

State of Florida
Department of State

I certify from the records of this office that EVERGREEN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 8, 2004.

The document number of this limited liability company is L04000073478.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 9, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2025



Secretary of State

Tracking Number: 8823703674CC

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Expiration Date

FSD Number

Address Update

Reset

page 1 of **1** *results per page* 25 *Sort by* Expiration Date Ascending

Evergreen Solutions, LLC

Active Registration

View Update More

Unique Entity ID:
FAF5Z18SUV14

CAGE/NCAGE:
48LW2

Doing Business As:
(blank)

Physical Address:
2528 BARRINGTON CIR
STE 201
TALLAHASSEE, FL
32308-3888 USA

Expiration Date
Jan 22, 2026

Purpose of Registration:
All Awards

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Policies

Terms of Use

Privacy Policy

Restricted Data Use

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City of New Smyrna Beach

RFP 08-25-HR

Compensation and Benefits Study

February 20, 2025

Mr. Erik Smetana, MBA, SPHR, SHRM-SCP, SWP
Managing Director & Operations Leader | Public Sector & Higher Education
314.494.4849 | Erik_HenrySmetana@ajg.com

Gallagher Benefit Services, Inc. | ajg.com



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Gallagher

Insurance | Risk Management | Consulting

Table of Contents

VI.C Introduction and Management Summary 2

Cover Page 2

Letter of interest 3

Management summary 4

VI.D Background and Experience of the Firm 6

VI.E Skills and Credentials of the Designated Project Team 10

VI.F Scope Approach, Deliverables, Anticipated Timeframe, and Technological Resources 13

Approach 13

Deliverables and anticipated timeframe 16

VI.G Fee Proposal 17

VI.H References 18

VI.I Financial Stability/Litigation 19

Contractual Considerations 20

VI.C Introduction and Management Summary

Cover Page

February 20, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

We appreciate the opportunity to present this proposal regarding services Gallagher's Human Resources & Compensation Consulting practice is able to offer the City of New Smyrna Beach (the City). Gallagher is highly capable and qualified to work with the City based on our extensive experience with public sector organizations across the country. We would consider it a privilege to serve the City in this capacity.

It is our understanding that the City is seeking a qualified consultant partner to conduct a classification and compensation study, which includes a review of benefits, in order to position the City as a leader in the market, providing equitable and competitive pay. Our recommendations will ensure the City is able to attract and retain talent, and pay equitably to employees.

We believe we will provide the City with the most diversely experienced project team of any consulting practice in the country, which enhances the solutions and recommendations we will provide on this engagement. The questions and perspective provided by our team ensure we anticipate any issues the City may face throughout this project, as well as the ongoing management of the updated classification and compensation system.

We have prepared the following proposal in response to your request. We appreciate having the opportunity to submit this proposal and look forward to assisting the City in this engagement.

Sincerely,



Erik Smetana, MBA, SPHR, SHRM-SCP, SWP
Managing Director & Operations Leader
314.494.4849 | Erik_HenrySmetana@ajg.com

Letter of interest

Corporate Address:
2850 Golf Road
Rolling Meadows, IL 60008

PROJECT ADVISOR

ERIK HENRY-SMETANA, MBA, SHRM-SCP, SPHR, SWP, Managing Director - *20 years of experience*
Erik manages operations for Gallagher's public sector & higher education Human Resources & Compensation Consulting practice. Erik's 20-plus-year work history has led him to serve in various diverse roles across human resource management, particularly in compensation and benefits, talent management and organizational development, people analytics, and employee relations and policy development. Erik has extensive experience in private and public sectors, working with an eclectic mix of dynamic organizations, including Fortune 500 companies across multiple industries, international not-for-profit organizations, membership associations, media outlets (e.g., NPR and NBC affiliates), institutions of higher education and research, and others. Before joining Gallagher, he served as the enterprise-wide Deputy CHRO with the University of Missouri System and Vanderbilt University as the Executive Director of People & Engagement, leading, designing, and implementing compensation and people-focused programs and initiatives.

P: 314.494.4849
Email: Erik_HenrySmetana@ajg.com
Address: 8 Cadillac Drive, Brentwood, TN 37027

PROJECT LEADERSHIP & LEADERSHIP SUPPORT

MICHAEL BURTON, Principal Consultant - *20 years of experience*
With over two decades of experience in the field of compensation and benefits, he brings a wealth of knowledge and expertise that spans various industries, including utilities, business services, educational institutions, pharmaceuticals, and financial services. His career journey has equipped him with a deep understanding of total rewards strategies, enabling him to design and manage innovative programs that attract, retain, and motivate top talent. Michael has a proven record of accomplishment of crafting and implementing intricate compensation and benefits programs tailored to meet the unique needs of diverse organizations. Whether it's developing competitive compensation structures, designing executive and variable incentive plans, or managing comprehensive benefits packages, Michael has consistently delivered solutions that align with business goals while ensuring fairness and transparency.

SHARI FALLON, PHR, SHRM-CP, Senior Consultant & Project Manager - *24 years of experience*
Prior to joining Gallagher, Shari worked for Cornell University as a Senior Compensation & Workforce Analytics Consultant for 24 years. In her role at Cornell University, Shari was responsible for providing expertise and consultation to campus constituents and resolving conflicts among functional areas to support best practice standards. She developed and designed the institutional foundation for assessing, delivering, and applying workforce planning analytics, advancing HR interests and shared responsibility in the consistency of practice across recruiting, compensation, staffing patterns, performance management, training, and transaction processing. Prior to Cornell, she worked in Human Resources for Retail and Health organizations. Shari has a bachelor's degree in political science/history from the College of St. Rose in Albany, NY, and is certified as a Professional in Human Resources from the Society of Human Resource Management.

Qualifications

Gallagher's public sector & higher education consulting practice includes extensive experience in developing and communicating a compensation philosophy, designing and implementing market-aligned pay structures, and developing job evaluation methods to maintain internal equity. We conduct benchmark analyses, including conducting custom tailored salary surveys (if needed), and recommend appropriate administrative and procedural guidelines to maintain the compensation system. We ensure that our clients comply with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy. We serve clients across an array of strategic and value-adding HR services with **classification and compensation as a core specialty**.

Management summary

As noted above, Classification and Compensation studies are a core specialty of ours. We have completed hundreds of similar engagements in the last few years. Our team is designed to be partners with our clients, not just giving data, but giving sound recommendations. We understand the City is seeking a study which updates your classification plan and ensures employees' pay and benefits are at a competitive level. All 323 full-time employees are included in the FY2025 budget, and will be accounted for, which includes attention paid to the two unions representing 35% of the workforce. Our general approach follows:

- ***Job Description Review***
  We will review existing job documentation for consistency in format and accuracy in job functions. We will use the current job descriptions provided by the City to review and revise the current classification structure. If there are concerns or questions on the descriptions, we will follow-up with discussions with Human Resources, management, or employees to ensure our understanding of the job responsibilities. Through this work we will ensure appropriate job matches and internal alignment in the potential salary structures. Additionally, we can make recommendations on job description content to ensure compliance with applicable laws and regulations.

- ***Internal Equity***
  We will work with the City to evaluate each job title with the current job evaluation methodology to determine internal equity. Our project plan and cost reflect diagnostically reviewing all the City job titles and ensuring internal consistency and accuracy of job functions. We have significant experience in applying job evaluation methods but will work with the City to ensure our understanding of the method and the jobs. In many cases, we will verify the current evaluations of the City and ask follow-up questions to clarify any questions.

- ***Market Comparison***
  We will work with the City to identify benchmark job classes for the purposes of competitive market analysis. We will survey both current rates of pay, minimum and maximum rates of pay, in addition to the relevant benefits and the employer and employee cost. We will also integrate private sector salary information in the market comparison process from survey sources that represent the local area market.

- ***Salary Structure Development & Implementation Analysis***
  To develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluation, so that the structure is internally equitable and externally competitive. In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Up to three implementation scenarios will be provided to the City. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

- ***Final Report***
  As mentioned above, our final report will be prepared which outlines the process, methods, techniques and findings and recommendations of the study. It will include a financial impact analysis and recommended ways to implement and maintain the system in the future. We will provide the data in a format that can be used to update your HRIS system based on your implementation approach. Finally, we will train the HR staff in the proper procedure and methods to manage and maintain the system. Additionally, we will provide the necessary documentation and other materials so the City will be able to maintain the system independent of the consultant following implementation.

We will complete this study in 6 months, ensuring that all internal deadlines are met.

Gallagher's Human Resources & Compensation Consulting practice empowers clients to **attract talent, manage staff, develop leaders**, and **reward success**—leveraging the power of Gallagher and wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and build bottom lines. Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

Sincerely,



Erik Smetana, MBA, SPHR, SHRM-SCP, SWP
Managing Director & Operations Leader
314.494.4849 | Erik_HenrySmetana@ajg.com

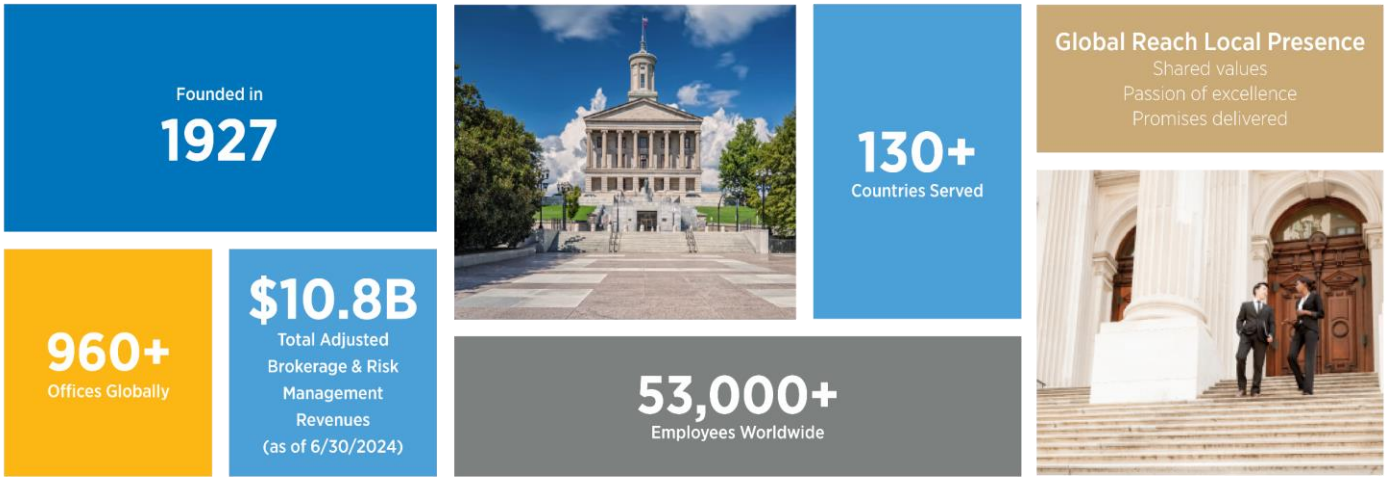
VI.D Background and Experience of the Firm

Value Proposition:

The ability to deliver comprehensively structured human capital solutions to clients is Gallagher's signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities and delve deeply into all the details that matter when balancing human capital needs with your bottom line. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

Company History:

Arthur J. Gallagher & Co. opened its doors for business in 1927 and is still "growing strong" because of a practiced ability to help clients think ahead. Founded by its namesake who was previously the leading producer for Chicago's largest insurance brokerage, Gallagher is now one of the world's largest human capital, insurance brokerage and risk management services firms. We have operations in 33 countries and extend our client-service capabilities to more than 90 countries through a global network of correspondent brokers and consultants. Since 1961, we've been helping clients overcome business barriers and create new opportunities to cost-effectively attract, retain and productively engage the best performers in their field. Gallagher started trading on the NYSE under the symbol AJG in 1984.



Company Culture & Philosophy:

The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA. Gallagher's approach to business, cultivated through three generations of family leadership, has always centered on creating relationship value as true partners to our clients. Gallagher's interactions with you will be straightforward and candid. By earning the trust of our clients, we've sustained a reputation for ethics and a commitment to transparency that continue to contribute to our growth.

The high standards of conduct we've set for our external professional relationships are the same rules we follow internally. The Gallagher Way, a one-page document that outlines our 25 shared values, was written in 1984 but is just as culturally relevant today. It speaks to the value of relationships and several tenets set guidelines for ethical behavior. Gallagher combines innovative solutions, thoughtful advice and honest business practices to minimize risk and help fuel your success.



Human Resource and Compensation Consulting Practice:

Gallagher's Human Resources & Compensation Consulting practice empowers clients to **attract talent, manage staff, develop leaders**, and **reward success**—leveraging the power of Gallagher and wisdom of experience to produce an engaged and productive workforce. Tapping into expertise that spans the spectrum of human resources at every level, we can assemble flexible compensation and consulting solutions that improve efficiency and build bottom lines. Our practice is a combination of some of the most respected names in human resources and compensation consulting. Bringing together experts from compensation, performance, search, survey, and leadership fields, Gallagher empowers clients with tools for the entire lifecycle of employment management.

With an experienced team of consultants located in offices across the United States and Canada, our services include:

Compensation & Total Rewards

- Job classification and compensation studies
- Pay equity audits
- Paid time off policy development and implementation
- Employee recognition
- Executive compensation
- Board of directors compensation

Engagement Solutions

- Workforce engagement surveys
- Customer surveys
- Post-survey action plan development and execution
- Leading-edge capabilities for measuring loyalty and retention drivers

Human Resources Policy & Strategy

- HR assessment and optimization
- Employee policy creation and review
- HR compliance support
- Diversity, equity and inclusion
- Gallagher HRnow Program

Leadership Development & Organizational Strategy

- Data-driven leadership performance and effectiveness assessments
- Organizational design
- Succession planning
- Leadership development through coaching and training programs

Executive Search

- Executive through director-level candidate search
- Interim leadership placements
- Executive onboarding
- Diverse candidate search

Data & Research

- Conducts largest survey of employee benefit programs in the U.S.
- Produces 25+ national (U.S.) compensation benchmarking surveys annually

Public Sector Consulting Practice:

Gallagher's public sector & higher education consulting practice includes extensive experience in developing and communicating a compensation philosophy, designing and implementing market-aligned pay structures, and developing job evaluation methods to maintain internal equity. We conduct benchmark analyses, including conducting custom tailored salary surveys (if needed), and recommend appropriate administrative and procedural guidelines to maintain the compensation system. We ensure that our clients comply with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy. We serve clients across an array of strategic and value-adding HR services with **classification and compensation as a core specialty**.

We have a strategic alliance with the Public Sector Human Resources Association (PSHRA), the National Public Employers Labor Relations Association (NPELRA), and the Colleges and Universities Professional Association for Human Resources (CUPA - HR) and have conducted a series of training seminars/workshops on compensation, classification, job evaluation, and employee benefits management throughout the nation in conjunction with these organizations. Gallagher Benefit Services also focuses on the higher education market. Our consultants have demonstrated leadership in the compensation and strategic HR fields by completing training and certifications from WorldatWork, ERI, HRCI, Human Capital Institute, SHRM, and others in addition to serving as instructors and presenters for ICMA, CUPA-HR, NAPO, WorldatWork, NPELRA, PSHRA and other regional and national associations.



Our partners have been featured speakers at national, regional, and state conferences for more than 25 years. **Our managing directors have 30 years of experience assisting organizations in classification and compensation issues.**

Case Studies

We have completed over 500 classification and compensation studies for municipalities in the last ten (10) years. The following case studies show our specific experience in conducting similar studies for other government organizations. The experience we have gained in conducting these studies will inform our analyses and recommendations to the City.

CITY OF LEXINGTON, NC - Beginning in 2023, the City collaborated with Gallagher to conduct a comprehensive classification and compensation study. The classification study included Gallagher reviewing updated job descriptions and working with Human Resources to clarify any roles that needed additional information. Once that information was reviewed, Gallagher utilized the information to develop a new classification structure for the City and Gallagher consultants assigned job evaluation ratings to all classifications. For the comprehensive compensation study, Gallagher worked with the City to determine what positions should be included in a custom survey sent to 29 comparator organizations. For positions that are cross industry, Gallagher utilized published survey sources to market price some positions. The analyzed information was then used to create salary structures for general employees, police and fire that were internally equitable and externally competitive. Upon the completion of the study, Gallagher reviewed the data with the City's project team and incorporated feedback into the draft and final reports. Recommendations with implementation options were provided to the project team and shared with City Leadership.

CLAY COUNTY, IA - In 2023, the County engaged with Gallagher to conduct a classification and compensation study, which included the development of a compensation strategy, job evaluation using employee questionnaires, employee interviews and panels. Gallagher consultants used this collective information to develop a simplified and flexible class structure and assigned job evaluation ratings to all classifications. For the comprehensive compensation study, Gallagher worked with the County to deliver a custom survey that was sent to 19 comparator organizations. For positions that are cross industry, Gallagher utilized published survey sources to market price positions. This analysis was used to develop a pay structure with implementation costs and best practices guidance to move through the structure and remain competitive with the market. Upon the completion of the study, Gallagher reviewed the data with the County's project team and incorporated feedback into the draft and final reports. Recommendations shared with County Leadership.

CITY OF BLOOMINGTON, IL - The City collaborated with Gallagher to conduct a comprehensive classification and compensation study. The classification study included Gallagher reviewing updated job descriptions and working with Human Resources to clarify any roles that needed additional information. Once that information was reviewed, Gallagher utilized the information to revise the City's current classification structure. Gallagher consultants closed this phase by assigning job evaluation ratings to all classifications. For the comprehensive compensation study, Gallagher worked with the City to determine what positions should be included in a custom survey sent to 29 comparator organizations. For positions that are not easily found in the public sector, Gallagher utilized published survey sources to market price these positions. The analyzed information was then used to create a salary structure that was internally equitable and externally competitive. Upon the completion of the study, Gallagher reviewed the data with the City's project team and incorporated feedback into the draft and final reports. Recommendations with implementation options were provided to the project team. Final presentations were made to the City's leadership team.

PRINCE WILLIAM COUNTY, VA - The County collaborated with Gallagher to conduct a comprehensive classification, compensation, and pay equity study. The classification study included Gallagher assisting the County in the administration of a Position Description Questionnaire (PDQ) to gather information about each employee's respective role. Gallagher also interviewed a sample of employees in an effort to gain clarity where needed. Once that information was received and reviewed, Gallagher consultants utilized the information to create a new classification structure and classification descriptions for the resulting classifications. Gallagher consultants closed this phase by assigning job evaluation ratings to all classifications.

For the comprehensive compensation study, Gallagher consultants worked with the County to determine what positions should be included in a custom survey that was sent to 25 comparator organizations. For positions that are not easily found in the public sector, Gallagher consultant's utilized published survey sources to market price these positions. The analyzed information was then utilized to create a salary structure that was internally equitable and externally competitive.

Gallagher consultants also performed a pay equity study for the County to identify potential pay disparities on the basis of race, age or gender. Upon the completion of the analysis, Gallagher consultants reviewed the data with the County's project team and incorporated feedback into the draft and final reports. Recommendations with implementation options were provided to the project team. Final presentations were made to leadership team and to the County's Board.

CITY OF RALEIGH, NC - The City collaborated with Gallagher to conduct a classification and compensation redesign study that began in June 2016. The objectives of this study included:

- Review duties and responsibilities of current jobs and employees to develop a new classification system.
- Develop new classification specifications.
- Evaluate jobs for internal value relationships.
- Collect market compensation data from private and public organizations.
- Develop a new/revised compensation system that is externally competitive and internally equitable.
- Review and update compensation policies and practices.
- Develop a transition plan.

The classification review was conducted to assess the types and levels of work across all jobs in the City and provide recommendations for an updated, simplified, and sustainable classification system. The more than 700 current City job classes were consolidated by type and level of work into an updated class system that incorporated approximately 260 job classes across 34 job families. The type and level of work for each class was rated using the Decision Band Method® job evaluation tool. Class specifications addressing the type and level of work for each job consistent with the approved class structures were developed. Employees were allocated to the new class systems based on PDQs and management input.

A customized data collection instrument was developed to collect pay data on each of the benchmark classifications from the City's national and local labor market. Survey data was analyzed to develop four separate pay structures tailored for specific groups of employees, which was coordinated with the job evaluation results. Structures consisted of broad-banded open ranges and step structures. Gallagher provided implementation cost options for the City's consideration. In addition, pay practice, classification, and compensation policy recommendations were provided to the City.

HENRICO COUNTY, VA - In the November of 2022, Gallagher was engaged to conduct a compensation study for Henrico County covering 779 job classifications, covering 11,250 full time and part time employees. This study included collecting market data on as many of the job titles as possible through the use of published survey sources to analyze and evaluate all data in an objective manner and make recommendations designed to assist Henrico County in attracting, recruiting, and retaining top performing talent. Gallagher also provided recommendations to update Henrico County's compensation system to facilitate effective use and maintenance of the County's updated compensation structure.

CITY OF AUSTIN, TX - Beginning in 2016, we initiated an ongoing working relationship with the City - including the conduct of multiple function-specific pay equity studies, comprehensive compensation studies including but not limited to executive positions, emergency management, and currently the execution of studies focused on non-sworn police positions and mobility services roles as well as studies focused on COVID-19 workforce impacts and council member and staff compensation and classification. Recent and ongoing studies focus on pay equity, compensation, and organizational/administrative review. In 2016, 2018, and 2019, the City hired Gallagher to conduct a comprehensive evaluation of pay equity in comparison to its prior studies to identify if there are any pay equity issues in the organization. We conducted detailed statistical analysis of the current pay levels and identified possible pay equity issues at both organizational and department levels. The objective of the analysis was to determine if there were indications of systematic pay disparities between employees of different race or gender, isolate specific areas as possible, and identify key contributing factors. In 2017, we were hired to assist the City with a review and assessment of the compensation strategy and conduct a compensation study for the Human Resources and Legal departments. In 2019, Gallagher conducted another custom salary survey for the City. In 2020, we were engaged to conduct compensation studies for the Forensic positions and City-wide Executive positions. In 2021, we were engaged to conduct a classification and compensation study for transportation mobility services positions, a pay equity study, and a classification and compensation study for select non-sworn police department positions. In recent years, our team has conducted a range of studies for the city, including pay equity studies, compensation studies, organizational review studies, a benchmarking study, and various ad-hoc studies.

VI.E Skills and Credentials of the Designated Project Team

Gallagher fosters a commitment of excellence, professionalism, integrity, collaboration, and urgency to each of our clients. With each unique client, Gallagher combines these principles to deliver client services customized, specifically to meet your needs. Your Gallagher consulting team has years of experience consulting to public sector clients, including public employers, with a significantly diverse employee workforce.

Each member of Gallagher's public sector compensation consulting practice has achieved one or more of the following certifications and/or degrees:

- Certified Compensation Professional from WorldatWork
- IPMA-SCP from the Public Sector Human Resources Association
- PHR and SPHR from the Human Resources Certification Institute
- SHRM-CP and SCP from the Society for Human Resource Management
- SWP and HCS from the Human Capital Institute
- Master's degree or above, in Human Resources, Business Administration, and/or Organizational Psychology

PROJECT ADVISOR

ERIK HENRY-SMETANA, MBA, SHRM-SCP, SPHR, SWP, Managing Director - *20 years of experience*
Erik manages operations for Gallagher's public sector & higher education Human Resources & Compensation Consulting practice. Erik's 20-plus-year work history has led him to serve in various diverse roles across human resource management, particularly in compensation and benefits, talent management and organizational development, people analytics, and employee relations and policy development. Erik has extensive experience in private and public sectors, working with an eclectic mix of dynamic organizations, including Fortune 500 companies across multiple industries, international not-for-profit organizations, membership associations, media outlets (e.g., NPR and NBC affiliates), institutions of higher education and research, and others. Before joining Gallagher, he served as the enterprise-wide Deputy CHRO with the University of Missouri System and Vanderbilt University as the Executive Director of People & Engagement, leading, designing, and implementing compensation and people-focused programs and initiatives.

PROJECT LEADERSHIP & LEADERSHIP SUPPORT

MICHAEL BURTON, Principal Consultant - *20 years of experience*
With over two decades of experience in the field of compensation and benefits, he brings a wealth of knowledge and expertise that spans various industries, including utilities, business services, educational institutions, pharmaceuticals, and financial services. His career journey has equipped him with a deep understanding of total rewards strategies, enabling him to design and manage innovative programs that attract, retain, and motivate top talent. Michael has a proven record of accomplishment of crafting and implementing intricate compensation and benefits programs tailored to meet the unique needs of diverse organizations. Whether it's developing competitive compensation structures, designing executive and variable incentive plans, or managing comprehensive benefits packages, Michael has consistently delivered solutions that align with business goals while ensuring fairness and transparency.

SHARI FALLON, PHR, SHRM-CP, Senior Consultant & Project Manager - *24 years of experience*
Prior to joining Gallagher, Shari worked for Cornell University as a Senior Compensation & Workforce Analytics Consultant for 24 years. In her role at Cornell University, Shari was responsible for providing expertise and consultation to campus constituents and resolving conflicts among functional areas to support best practice standards. She developed and designed the institutional foundation for assessing, delivering, and applying workforce planning analytics, advancing HR interests and shared responsibility in the consistency of practice across recruiting, compensation, staffing patterns, performance management, training, and transaction processing. Prior to Cornell, she worked in Human Resources for Retail and Health organizations. Shari has a bachelor's degree in political science/history from the College of St. Rose in Albany, NY, and is certified as a Professional in Human Resources from the Society of Human Resource Management.

BEVERLY MOULTRIE, SPHR, IMPA-SCP, Principal Consultant - *25 years of experience*
Beverly has over 25 years of professional human resources experience in all facets of HR Operations including Talent Acquisition, Compensation, Benefits, Employee & Labor Relations, Diversity Equity & Inclusion, Talent Development and Safety & Health. Beverly also brings a wide range of expertise working with large, mid-sized, and start-up organizations (both public and private) in government, higher education, healthcare, manufacturing, non-profit and service environments. Beverly is particularly adept at managing complex projects and has led the adoption of employee relation strategies and human resource systems where no prior system existed. Her experience also includes a progressive career in HR leadership roles as a Senior HR Leader and Corporate Diversity & Inclusion Manager for Fortune 500 companies. Additionally, Beverly has served as the CHRO for the City of Chattanooga, where she launched the strategic development of the City's equity & inclusion work with the Government Alliance on Race and Equity. Beverley has a master's degree in business with an emphasis on organization development and is a certified senior human resource professional.

LARRY ROBERTSON, Senior Consultant & Project Manager - *26 years of experience*
Larry's 27-plus-year work history includes a variety of roles that included compensation, human resources information systems, and recruiting as well as serving in a primary leadership role as acting vice president for human resources for several months. Larry has experience in both private and public sectors, working in a manufacturing environment before moving to higher education for the 21 years prior to coming to Gallagher. He has previously earned professional certifications with the Human Resources Certification Institute (PHR and SPHR). He has been actively involved in CUPA-HR on chapter, regional, and national boards. He is a 2022 CUPA-HR Distinguished Service Award Recipient.

ZAK SHTULBERG, Senior Consultant & Project Management Office Lead – *12 years of experience*
Since starting as an HR consulting intern at Buck (now Gallagher) in 2012, Zak has been mission-driven and passionate about collaboration with clients and partners on transformative people, compensation, and other HR initiatives that improve the lives of employees and their communities. Projects have spanned a broad spectrum, including compensation strategy design, change management and communications, workforce planning, project management, analytics and technology enablement, and organization design, among many others. With both internal and external partners, he is recognized for blending strategic and technical advice with innovative analytics and technology and grown as a trusted partner and subject matter expert in HR and compensation. Prior to starting his career, he earned a Bachelor of Science in Industrial and Labor Relations from Cornell University.

DEREK SMITH, PhD, Senior Consultant & Project Manager - *15 years of experience*
Prior to joining Gallagher, Derek served as the National Executive Director of the Higher Education Recruitment Consortium and as a part-time consultant with Sawgrass Consulting, following more than 15+ years in higher education leadership roles at places like UNLV, Kansas State University, the University of Missouri System, and the University of Pittsburgh. Derek has a bachelor's degree in history, a master's degree in science, a master's degree in business administration, and a PhD in public policy and leadership. He has earned professional certifications with the Human Resources Certification Institute (PHR), the Society for Human Resource Management (SHRM-CP), and the Korn Ferry Leadership Architect.

CATHERINE THORP, Senior Consultant & Project Manager - *10 years of experience*
Ms. Thorp holds a Bachelor of Business Administration degree in Management from the University of Mary Hardin-Baylor. Before joining Gallagher, Catherine worked as a Senior Compensation Manager at Dun & Bradstreet and in roles ranging from analyst to senior manager at McLane Company, Inc. Catherine has applied her compensation knowledge in market analysis, salary structure design, pay equity, career competencies, strategic planning, system integration, and process optimization. Catherine will complete her CCP in 2023.

PROJECT STAFF SUPPORT

MARY GAUTHE, SHRM-CP, Associate Consultant - *6 years of experience*
Mary has 5 years of experience from Louisiana State University, where she's worked within the University's Central HR unit as a Compensation Consultant. Mary has a bachelor's degree in management with a concentration in Human Resources from Nicholls State University and is currently set to graduate from Louisiana State University in August with her master's in leadership and human resource development.

KEVIN GRANGER, Senior Analyst - *12 years of experience*
Kevin received his bachelor's degree in mathematics from Texas Southern University in 2020. Prior to joining this team, Kevin worked at Gallagher as an Associate Account Manager for 2 years. Kevin is a Houston native and loves his city.

CHARMAIN KOHLER, Consultant II & Client Liaison – *10+ years of experience*
Charmain has over 25 years of human resources experience in a variety of roles and industries. She has a bachelor's degree in business administration with a concentration in Management from Saginaw Valley State University. Prior to joining Gallagher, she was the Senior Compensation Analyst at Numotion and at Saginaw Chippewa Indian Tribe of Michigan. Her professional experience also includes 10 years as a Human Resources Consultant in higher education.

CARISSA MARTO, MA in I/O Psychology, Lead Analyst - *3 years of experience*
Carissa has a bachelor's degree in psychology from Anderson University (SC) and a master's degree in industrial & organizational psychology from Middle Tennessee State University. Prior to joining Gallagher, she held project-based roles working in performance and promotional assessments related to test design.

TRACY MORRIS, Consultant II & Client Liaison - *10+ years of experience*
Tracy has more than 10 years of experience working in the strategic HR space with significant public sector HR and compensation consulting. Tracy holds a bachelor's degree in applied economics and a Master of Business Administration, both from Texas Tech University, and she is a SHRM Certified Professional (SHRM-CP).

JAIME PARKER, Consultant II & Client Liaison – *15+ years of experience*
Jaime has 15 years of experience in Higher Education with 7.5 of those years in compensation and organizational effectiveness. Prior to joining Gallagher, she worked at Kansas State University in Human Capital Services, and also in the Office of Institutional Effectiveness. Before her career in Higher Education, Jaime worked in the Banking Industry as a Banking Center Manager and Customer Service Manager. Jaime is a graduate of Kansas State University with a bachelor's degree in accounting.

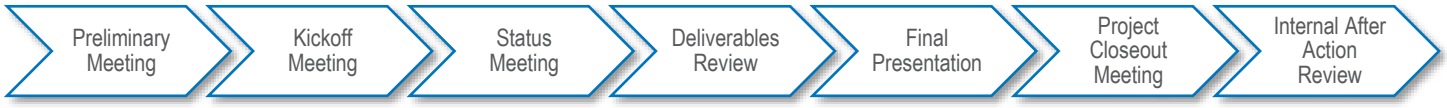
AMBER SHANG, MA in I/O Psychology, Associate Consultant - *4+ years of experience*
Amber holds a BS with honors in Psychology from the University of Washington and an MA in Industrial & Organizational Psychology from New York University. Before joining Gallagher, Amber has applied her knowledge of people analytics in roles ranging from Talent Acquisition at VNS Health to Compensation Analysis at Willis Towers Watson, and Selection & Assessment at DCI Consulting Group. At WTW and DCI, she helped clients from various sectors to tackle challenges and identify strategic solutions.

XIAOWEN YANG, BS IN MATHEMATICS, Senior Analyst – *5+ years of experience*
Xiaowen comes to Gallagher with five years of analytical experience in learning & development, product management, sales operations, and employee & physician engagement. Xiaowen most recently managed the full-cycle employee engagement survey program – encompassing design, development, analysis, reporting, and action planning - at West Monroe.

VI.F Scope Approach, Deliverables, Anticipated Timeframe, and Technological Resources

Approach

Our practice takes a thoughtful and collaborative approach to all of our client engagements, where we work to ensure our efforts are ones which demonstrate how the Public Sector & Higher Education practice **C.A.R.E.S.** - collaborate/consult, advise/assess, recommend/resource, engage/endorse, and strategize/serve - about our clients and their needs. To that end, our project approach starts with our process and client communications.



Our significant experience has resulted in a comprehensive understanding of the scope of work described by the City. Additionally, we understand the importance of this study as one of many strategies to address current human resources issues and appreciate the delicate nature of public sector spending. Below are some key considerations we have in this type of project, followed by our approach to the areas identified by the City, our detailed work plan, and the estimated project timeline.

Key Considerations:

- **Employee Involvement**. The study should be introduced to employees so they know what will happen and can ask questions, and then we suggest summarizing the study findings at the end of the project in an open session so they can see the results. Updates throughout the process will go a long way toward acceptance of the results. We believe that if employees know how and why they are compensated the way they are, they will accept the results better than if the system was created without their involvement.

- **Leadership Sponsorship**. Change is complicated! Updating classification and compensation systems requires strong and visible support of an organization's management and governance.

- **Internal Equity**. While market parity is important, most employees want to make sure that they are paid fairly in relation to other employees. We have extensive experience with designing pay systems that take into consideration internal equity and mitigate compression.

- **Project Timing**. Doing it right produces a better study outcome than trying to meet unrealistic deadlines.

- **Data/Exceptions**. Rely on data but make decisions based on humans. It has been our philosophy that the results and recommendations should be based on verifiable, auditable and valid data. Once the basic structure is in place, adjustments may be needed for special conditions or other factors. However, the classification and compensation systems should be based on verifiable facts and solid professional standards.

- **Communication**. These systems need to be understood. They need to be simple, straightforward and transparent.

- **Pay Compression**. Give adequate attention to implementation costs when employees are placed in the pay ranges and there is potential for creating or increasing pay compression

Our Approach:

- ***Job Description Review***
  We will review existing job documentation for consistency in format and accuracy in job functions. We will use the current job descriptions provided by the City to review and revise the current classification structure. If there are concerns or questions on the descriptions, we will follow-up with discussions with Human Resources, management, or employees to ensure our understanding of the job responsibilities. Through this work we will ensure appropriate job matches and internal alignment in the potential salary structures. Additionally, we can make recommendations on job description content to ensure compliance with applicable laws and regulations.

- ***Internal Equity***
  We will work with the City to evaluate each job title with the current job evaluation methodology to determine internal equity. Our project plan and cost reflect diagnostically reviewing all the City job titles and ensuring internal consistency and accuracy of job functions. We have significant experience in applying job evaluation methods but will work with the City to ensure our understanding of the method and the jobs. In many cases, we will verify the current evaluations of the City and ask follow-up questions to clarify any questions.

- ***Market Comparison***
  We will work with the City to identify benchmark job classes for the purposes of competitive market analysis. We will survey both current rates of pay, minimum and maximum rates of pay, in addition to the relevant benefits and the employer and employee cost. We will also integrate private sector salary information in the market comparison process from survey sources that represent the local area market.

- ***Salary Structure Development & Implementation Analysis***
  To develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluation, so that the structure is internally equitable and externally competitive. In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Up to three implementation scenarios will be provided to the City. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

- ***Final Report***
  As mentioned above, our final report will be prepared which outlines the process, methods, techniques and findings and recommendations of the study. It will include a financial impact analysis and recommended ways to implement and maintain the system in the future. We will provide the data in a format that can be used to update your HRIS system based on your implementation approach. Finally, we will train the HR staff in the proper procedure and methods to manage and maintain the system. Additionally, we will provide the necessary documentation and other materials so the City will be able to maintain the system independent of the consultant following implementation.

Work Plan:

The work plan proposed is designed to provide the flexibility necessary to attract, retain, and motivate employees to provide quality services and ensure the system is not an administrative and/or costly burden to the City now or in the future. Gallagher has integrated the Scope of Services into our phased approach and deliverables to address the City's requests. All phases will require that designated the City - team members and Gallagher have ongoing status meetings to explain the process, review the project's progress, review draft materials, address questions, and discuss next steps.

The phased work plan is as follows:

PHASE 1: STUDY ADMINISTRATION

Meeting via telephone/online platform to initiate project and discuss timelines and key deliverables.

Organization & salary material collected.

Discussion/review of the strengths and weaknesses of the City's current classification system. Discussion of the City's current philosophy and supporting strategies.

Project timetable confirmed.

Employee orientation sessions conducted.

Virtual Meetings are included. On-site visits are available at an additional charge to the City.

PHASE 2: CLASSIFICATION & COMPENSATION STUDY

Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables.

CLASSIFICATION STUDY

Review of and analysis of job descriptions/documentation for all employees covered by the study.

Conduct interviews with managers/supervisors (and with individual employees, as necessary) to verify/clarify job information.

Analysis of existing classifications and recommendations on any changes to current classification plan.

Review exempt and non-exempt classifications to ensure proper Fair Labor Standards Act (FLSA) status.

Recommendation of standard classification and titling conventions.

If applicable, allocate employees to an appropriate job class in the new classification structure.

Conduct a complete diagnostic review of current the City's practices to identify areas of concern.

COMPENSATION STUDY

CUSTOM SURVEY

Labor market confirmed and survey participants identified to gather data from local, state and regional sources.

Benchmark jobs identified and summarized (includes one [1] round of client revision).

Benefit and pay practice questions determined for inclusion in the custom survey. Custom survey developed and conducted (includes two [2] rounds of client revision).

INTEGRATE PUBLISHED SURVEY SOURCES

Identify appropriate published survey sources.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

The following activities will be performed on all data:

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.

Competitive analysis of market data (salary, benefits, and contracts) performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision requested).

PHASE 2: CLASSIFICATION & COMPENSATION STUDY
Internal review conducted and consolidated feedback provided by the City. The City approves the updates to the pay plan(s) and other recommendations and implementation options. Provide the City with up to three (3) transition options, recommendations and next steps/ongoing maintenance (includes one round of client revision).

PHASE 3: PROJECT FINALIZATION, DRAFT & FINAL REPORTS
Consultant shall make presentations to the HR/leadership prior to completion and at the time of completion, at times and in a manner agreed upon with the City. Conduct of meetings with HR/leadership/project team at critical intervals to discuss deliverables. Draft and final report and presentations developed, and quality assurance reviews conducted. Training provided for staff including necessary tools to maintain the system.

Deliverables and anticipated timeframe

The following is an estimate to complete each phase by month. We will discuss the details of each phase during Phase 1 and identify specific deadlines for the project at that time. We will conduct frequent conference calls with the City to ensure the schedule is monitored throughout the project. In today's world, speed is very important. However, given the significance of this project, it is just as important for the City officials, department heads, and employees to have sufficient time to review and approve the recommendations of Gallagher and to ensure proper communications occur. We have prepared a timeline to ensure the City has the work products in an expeditious manner. Our phases run concurrently; in that we do not wait until the full completion of a phase to begin another phase. We are prepared to commence the work within two weeks of receiving your authorization to proceed.

Month	PHASE 1 Study Administration	PHASE 2 Classification & Compensation Study	PHASE 3 Project Finalization, Draft & Final Reports
1			
2			
3			
4			
5			
6			

VI.G Fee Proposal

Our fees to conduct the study outlined above (including out-of-pocket expenses) will be $59,825. The table below outlines the price per phase.

Phase	Fees
PHASE 1: Study Administration * *Includes virtual meeting and ongoing project management meetings throughout.* *On-site meetings are available at an additional cost**	**$7,000**
PHASE 2: Classification & Compensation Study **	**Classification Study: $26,275** **Compensation Study: $19,750**
PHASE 3: Project Finalization, Draft & Final Reports *Includes virtual meeting; On-site meetings are available at an additional cost **	**$6,800**
TOTAL COST (inclusive of all tasks) will not exceed: $59,825	

**On-site meetings are available at an additional cost.*

***Should the City request Gallagher to update/write job descriptions, those services will be priced separately since we are unable to determine the number that will be required. Pricing would be $550 per job description and is in addition to the "Total Cost" identified above.*

Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. Gallagher typically bills on a monthly basis up to the maximum of each deliverable. Please note, as phases sometimes run concurrently, a phase may not be completed at the time it is billed. All expenses are included in this quote. Should the City wish to have additional on-site presentation days or meetings, the estimated cost would be $4,000 per day.

Any change to the scope of the assignment (beyond what is described above) as well as other work requested beyond this assignment will be billed based on our hourly rates, unless we mutually agree on a fixed fee for the additional work.

VI.H References

Contact names and phone numbers are listed for each project. These projects are relevant to demonstrating our ability to meet the needs of the City and show considerable experience in developing compensation systems for a variety of public sector organizations. Our references can attest to the timeliness, quality, and responsiveness of the services we provide, our understanding of job classification and pay equity, and our knowledge of legal issues, such as the ADA and FLSA, and our expertise in working with public organizations and sensitive personnel issues. The projects listed below were completed by members of your project team and within similar timeframes to what the City is requesting.

CITY OF RUSTON, LA | *401 North Trenton Street, Ruston, LA 71270*
Julie Keen, Finance Director, 318.251.8651, JulieKeen@RustonLA.gov

In 2022, Gallagher contracted with the City of Ruston to perform a compensation study for all city employees. The study utilized a custom survey and published data to complete the study. The study included police, fire, and utility workers.

CITY OF AUSTIN, TX | *301 West Second Street, Austin, TX 78701*
Bryan Dore, Compensation Manager, 512.974.3216, bryan.dore@austintexas.gov

We have been retained to do numerous projects with the City since 2017. In 2017, we were hired to assist the City with a review and assessment of the compensation strategy and to conduct a compensation study for the Human Resources and Legal departments. In 2019, Gallagher conducted another custom salary survey for the City and a comprehensive evaluation of pay equity in comparison to its prior studies to identify if there are any pay equity issues in the organization. Since 2021, we have been engaged in several more compensation projects.

CITY OF GILLETTE, WY | *201 East 5th Street, Gillette, WY 82716-4303*
Déca Wasson, Human Resources Director, 307.686.5222, decaw@gillettewy.gov

From 2022 to 2023, we were contracted by the City to perform compensation and HR advisory services.

HARRIS COUNTY, TX | *3100 Main Street, Houston TX 77002*
Amanda Porter, Senior Manager, Compensation and Position Control, 713.274.3018, Amanda.Porter@harriscountytx.gov

We are currently engaged with the County for a compensation, classification, and pay equity study. This study encompasses over 18,000 employees across 4,000 classifications. The study involves writing job descriptions, creating guidelines, and training for salary administration to ensure pay equity.

Additional references and/or case studies are available upon request to support client decision-making.

Our clients were not able to complete the reference form in time to submit our proposal. If chosen as a finalist, we will ensure these reference forms are completed and given to the City.

VI.I Financial Stability/Litigation

Financial Viability:

Our parent company, Arthur J. Gallagher & Company, is a publicly held corporation, and confirms strong revenue every year. In 2024, our annual revenue was over 10 billion. Due to the sheer size of our financial reports, please visit https://investor.ajg.com/financial-reports to view our past years' annual reports.

Litigation & Proceedings:

Arthur J. Gallagher & Co. and its affiliates may be involved in multiple actions at any given time that are proportionate in number for a broker of our size and profile. Gallagher treats these matters as confidential, and SEC guidelines prohibit us from providing material information in this RFP response that is not currently disclosed to the public. Any material items are noted in reports to the SEC, which are available on investor.ajg.com under Investor Relations > SEC Filings. However, nobody on the project team assigned is involved in any ongoing lawsuits.

Contractual Considerations

Gallagher is pleased to submit this proposal to the City. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

Our legal team has provided the following exceptions to the terms and conditions outlined in this proposal. We are open to discussion on these.

- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.

Require_City_Forms

- Copy of Sam's Gov Registration (PDF Page 1) - Gallagher is not a federal contractor (or subcontractor) and is not registered in SAM, and has made an informed business decision not to enter into this space.

RFP_City of New Smyrna Beach FL 1-21-25

- Section III.T (PDF Page 11) - Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.

- Section III.T (PDF Page 11) – A limitation of liability clause must be added. We would set this limit at $1,000,000.

- Section III.KK (Termination for Convenience) (PDF page 15) - Note that City can terminate the agreement at any time for any reason by giving 30 days' notice. We request at least 90 days' advance notice.

- Section III.KK (Termination for Convenience and Termination for Cause or Default) (PDF Page 15) - This section should make clear that Client shall own all final deliverables provided to Client by Gallagher as part of the services provided under this Agreement, provided however, Gallagher shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the Client was used to create and which was developed entirely using Gallagher's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Gallagher. To the extent Gallagher's intellectual property is necessary for the Client to use the deliverables provided under this Agreement, Gallagher grants to Client a non-exclusive, royalty-free license to Gallagher's intellectual property solely for Client's use of such deliverables.

- Section VII (PDF Pages 27 - 29) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:

  - Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

  - Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate;

  - Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;

  - Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;

  - Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;

  - Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;

- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and

- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

* * * * *

Thank you for this opportunity to offer our services. Please feel free to contact us at any time if you have any questions or require additional information. We look forward to hearing from you soon.

Sincerely,



Erik Smetana, MBA, SPHR, SHRM-SCP, SWP
Managing Director & Operations Leader
314.494.4849 | Erik_HenrySmetana@ajg.com

ajg.com **The Gallagher Way. Since 1927.**

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as “Gallagher Benefit Services of California Insurance Services” and in Massachusetts as “Gallagher Benefit Insurance Services.



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City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: Gallagher Benefit Services, Inc.

Print Authorized Officer Name & Title: Erik Henry-Smetana, Managing Director & Operations Leader

Signature Authorized Officer: Erik Henry-Smetana

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	X
City of NSB Form: Vendor Information Form	X
City of NSB Form: Vendor Summary Form	X
City of NSB Form: Completed W9	X
City of NSB Form: Statement of Insurance	X
City of NSB Form: Public Entity Crime Information Statement	X
City of NSB Form: Disputes Disclosure	X
City of NSB Form: Drug Free Workplace Certification	X
City of NSB Form: Sworn Statement	X
City of NSB Form: Non-Collusion Affidavit	X
City of NSB Form: E-Verify	X
City of NSB Form: Human Trafficking Affidavit	X
City of NSB Form: Conflict of Interest	X
City of NSB Form: Organizational Information	X
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	X
City of NSB Form: Smoke Free Acknowledgement	X
City of NSB Form: References	X
City of NSB Form: Signed Addendums (if applicable)	X
City of NSB Form: Fee Proposal	X
Copy of Sunbiz Registration with Active Status	X
Copy of Sam's Gov Registration	X

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Erik Henry-Smetana	Managing Director	314.494.4849

Erik Henry-Smetana

Print Name

Erik Henry-Smetana Managing Director

Signature/Title)

Gallagher Benefit Services, Inc.

Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 36-4291971

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information

Company Name: Gallagher Benefit Services, Inc.

Federal Employer Identification Number or SS Number: 36-4291971

DUN Number: 07-442-4540

Mailing Address: 2850 Golf Road

City, State, Zip Code: Rolling Meadows, IL 60008-4050

Type of Entity (Circle One): Corporation Partnership Proprietorship Joint Venture

Incorporated in the State of:

Corporate Address: 2850 Golf Road

City, State, Zip Code: Rolling Meadows IL 60008

What kind of business: "For Profit" or "Not for Profit"

Is Firm in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No: N/A

Telephone No. 314.494.4849

Email Address: Erik Henry-Smetana

If remittance address is different from the mailing address so indicate below.

PO Box 71696, Chicago, IL 60694-1696

List Principals (Print):

President: J. Patrick Gallagher, Jr.

Vice President: N/A

Secretary: Walter D. Bay

Treasurer: Jack Lazzaro

Other:

Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Erik Henry-Smetana
Authorized Signature

Erik Henry-Smetana
Printed Name

Title: Managing Director & Operations Leader

Date: 2/19/2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:**_____

DATE: _____

VENDOR NAME: Gallagher Benefit Services, Inc.

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
2850 Golf Road	PO Box 71696	" "
ADDRESS	ADDRESS	ADDRESS
Rolling Meadows, IL	Chicago, IL	
CITY/STATE	CITY/STATE	CITY/STATE
60008	60694-1696	
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Erik Henry-Smetana

E-MAIL: Erik_HenrySmetana@ajg.com

OFFICE PHONE: 314.494.4849

FAX: 612.339.2569

MOBILE PHONE: N/A

FEDERAL TAX ID#: 36-4291971

DUNS Number: 07-442-4540

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GALLAGHER BENEFIT SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2850 GOLF ROAD

6 City, state, and ZIP code

ROLLING MEADOWS, IL 60008

Requester's name and address (optional)

7 List account number(s) here (optional)

P.O. Box 71696, Chicago, IL 60694-1696

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

3	6	–	4	2	9	1	9	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Amy McClary **Date** 4/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Gallagher Benefit Services, Inc.

PROPOSER/BIDDER

Please see Contractual Considerations in our Proposal. Our Insurance parameters are ample and not changed.

AUTHORIZED SIGNATURE

Managing Director

OFFICER TITLE

2/19/2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Erik Henry-Smetana Managing Director — Date: 2/19/2025

Authorized Signature and Title

Erik Henry-Smetana, Managing Director

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

Gallagher Benefit Services, Inc.
Firm

2/19/2025
Date

Erik Henry-Smetana Managing Director
Authorized Signature and Title

Erik Henry-Smetana, Managing Director
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Erik Henry-Smetana

Authorized Signature

Date: 2/19/2025

Erik Henry-Smetana, Managing Director

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Erik Henry-Smetana, Managing Director
(Print Individual's Name and Title)
for Gallagher Benefit Services, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Consulting Services.

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-4291971

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Erik Henry-Smetana
(Signature)

Sworn and subscribed before me this 19th day of February, _____.

Personally known X

Joshua Dolby
(Notary)

OR produced identification _____

Notary Public State of Minnesota

_____
(Type of Identification)

My commission expires: 1/31/2027

JOSHUA MICHAEL DOLBY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Minnesota

County of Hennepin

Erik Henry-Smetana, being first duly sworn, deposes and says that:

He/she is Managing Director of Gallagher Benefit Services, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Erik Henry-Smetana
Signed

Managing Director
Title

Subscribed and sworn to before me this 19 day of February, 2025.

Joshua Dolby

Title

JOSHUA MICHAEL DOLBY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

My Commission Expires: 01/31/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Gallagher Benefit Services, Inc.

Consultant E-Verify Registration Number: Company ID Number: 87458

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Erik Henry-Smetana

Print Name: Erik Henry-Smetana

Sworn to and subscribed before me, by ( ) physical presence or (X) remote audio-visual means, this

19 Day of February, 2025. She/He is personally known to me or has produced

_____ As identification.

JOSHUA MICHAEL DOLBY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

Joshua Dolby
Notary Public

My commission expires: 1/31/2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Gallagher Benefit Services, Inc.

Authorized Signature: Erik Henry-Smetana Date: 2/19/2025

Printed Name: Erik Henry-Smetana

Title: Managing Director

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 19 day of February, 20 25, by Erik Henry-Smetana, as Managing Director on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

JOSHUA MICHAEL DOLBY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

Signature of Notary Public
Joshua Dolby
Name of Notary Typed, Printed or Stamped
My Commission Expires: 1/31/2027

CONFLICT OF INTEREST AFFIDAVIT

State of ~~Florida.~~ Minnesota City of Minneapolis

Before me, the undersigned authority, personally appeared Erik Henry-Smetana

who was duly sworn, deposes, and states:

1. I am the Managing Director of Gallagher Benefit Services, Inc. with a local office in Minneapolis, MN (City & State) and principal office in Rolling Meadows, IL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Erik Henry-Smetana	Managing Director
Typed Name	Title
Erik Henry-Smetana	2/19/2025
Signed	Dated

Sworn to and subscribed before me this 19 day of February 2025.

Personally known _x_ OR produced identification ____. Identification type:

_____

Notary Public: State of Minnesota County of Hennepin

Joshua Dolby
Printed, typed, or stamped commissioned name of notary public

My commission expires: 1/31/2027

JOSHUA MICHAEL DOLBY
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2027

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Delaware	
Principal Place of Business (Enter Address)	2850 Golf Road, Rolling Meadows, IL 60008	
Federal I.D. Number	36-4291971	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Gallagher Benefit Services, Inc.

Mailing Address: 2850 Golf Road, Rolling Meadows, IL 60008-4050

Telephone Number: 314.494.4849 Fax Number: 612.339.2569 E-mail Address: Erik_HenrySmetana@ajg.com

Erik Henry-Smetana — Authorized Signature

Erik Henry-Smetana — Printed Name

36-4291971 — FEIN

Managing Director — Title

2/19/2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

GALLAGHER BENEFIT SERVICES, INC.

SECRETARY'S CERTIFICATE

I, Jonathan A. Reed, do hereby certify that:

1. I am duly elected Assistant Secretary of Gallagher Benefit Services, Inc., a Delaware corporation (the "Company") with its principal place of business at 2850 Golf Road, Rolling Meadows, Illinois;
2. In such capacity I have access to and am familiar with the corporate records of the Company; and
3. The following employees and executives of the Company have full power and authority to execute on behalf of the Company proposals in response to Requests for Proposal and executing of contracts:
    a. Kevin Talbot
    b. Linette Allison
    c. Ronnie Charles
    d. Mike Verdoorn
    e. Rebecca Starr
    f. Beverly Moultrie
    g. Erik Henry Smetana

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the seal of this Company this 18th day of January 2022.



Jonathan A. Reed
_____
Jonathan A. Reed
Assistant Secretary

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Gallagher Benefit Services, Inc.

FEIN: 36-4291971

Authorized Representative Name and Title: Erik Henry-Smetana, Managing Director

Address: 2850 Golf Road

City: Rolling Meadows State: IL Zip: 60008

Phone Number: 314.494.4849 Email Address: Erik_HenrySmetana@ajg.com

Certified By: Erik Henry-Smetana, Managing Director,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Erik Henry-Smetana

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Erik Henry-Smetana Managing Director Date: 2/19/2025

Authorized Signature and Title

Erik Henry-Smetana, Managing Director

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Compensation Study				
Type of Project/Service: Compensation Study				
Address: 401 North Trenton Street, Ruston, LA 71270				
Contracting Agency/Client: CITY OF RUSTON, LA				
Contact Name and Phone #: Julie Keen 318.251.8651				
Contact Email Address and Fax #: JulieKeen@RustonLA.gov				
Contract Amount: N/A	Start Date: 1/22		End Date: 7/22	
Project #2:				
Project Name: Compensation Study				
Type of Project/Service: Compensation Study				
Address: 301 West Second Street, Austin, TX 78701				
Contracting Agency/Client: City of Austin				
Contact Name and Phone #: Bryan Dore, Compensation Manager, 512.974.3216				
Contact Email Address and Fax #: bryan.dore@austintexas.gov				
Contract Amount: N/A	Start Date: 2017		End Date: Ongoing	
Project #3:				
Project Name: Compensation and HR Consulting				
Type of Project/Service: Compensation and HR Consulting				
Address: 201 East 5th Street, Gillette, WY 82716-4303				
Contracting Agency/Client: CITY OF GILLETTE, WY				
Contact Name and Phone #: Déca Wasson, Human Resources Director, 307.686.5222				
Contact Email Address and Fax #: decaw@gillettewy.gov				
Contract Amount: N/A	Start Date: 7/22		End Date: 2/23	

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?
   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erik Henry-Smetana Proposer Signature: Erik Henry-Smetana

Gallagher Benefit Services, Inc.
Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erik Henry-Smetana Proposer Signature: Erik Henry-Smetana

Firm Name (Please Print): Gallagher Benefit Services, Inc.

Gallagher

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List

Gallagher
Search

No Events **No Name History**

Detail by Entity Name

Foreign Profit Corporation
GALLAGHER BENEFIT SERVICES, INC.

Filing Information

Document Number	F99000006362
FEI/EIN Number	36-4291971
Date Filed	12/09/1999
State	DE
Status	ACTIVE

Principal Address

2850 GOLF ROAD
ROLLING MEADOWS, IL 60008

Changed: 11/07/2022



Proposal

FEBRUARY 20, 2025

RFP #08-25-HR

Compensation and Benefits Study

City of New Smyrna Beach, Florida

Submitted by:

SHEENA HORTON,
DIRECTOR

4320 W. KENNEDY BLVD.
SUITE 200
TAMPA, FLORIDA 33609

888.302.0899
SHORTON@MGT.US

Table of Contents

INTRODUCTION AND MANAGEMENT SUMMARY 1
LETTER OF INTEREST 1
MANAGEMENT SUMMARY 3
BACKGROUND AND EXPERIENCE OF THE FIRM 6
FIRM PROFILE 6
EXPERIENCE & QUALIFICATIONS 10
SKILLS AND CREDENTIALS OF THE DESIGNATED PROJECT TEAM 20
SCOPE APPROACH, DELIVERABLES. ANTICIPATED TIMEFRAME, AND TECHNOLOGICAL RESOURCES 32
PROPOSED WORK PLAN 33
TIMELINE 43
SAMPLE REPORTS 44
FEE PROPOSAL 175
REFERENCES 176
FINANCIAL STABILITY/LITIGATION 177
APPENDIX A. SAMPLE MANAGEMENT ISSUES PAPER (MIP) 227
APPENDIX B. SAMPLE JOB CONTENT QUESTIONNAIRE (JCQ) 228
APPENDIX C. REQUIRED FORMS 235

Proposal Exhibits

Exhibit 1. Project Organizational Structure 21
Exhibit 2. Proposed Schedule 43
Exhibit 3. Proposed Cost by Task 175

INTRODUCTION AND MANAGEMENT SUMMARY

Letter of Interest

February 20, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RESPONSE TO RFP #08-25-HR COMPENSATION AND BENEFITS STUDY

Dear Ms. Vivian:

MGT Impact Solutions, LLC (MGT) is pleased to present this response to your recent request for proposals (RFP) for a Compensation And Benefits Study for the City of New Smyrna Beach ("City"). MGT's response provides the City with related firm qualifications, key experience, a detailed work plan with timeline, and associated fees to provide services that exceed expectations. Our highly trained staff are experts in providing quality classification and compensation studies that ensure competitive and equitable pay. Since we are familiar with working with similar organizations in Florida compensation improvements desired. We are experts in classification and compensation studies and know we would be a perfect fit for the City.

Why is MGT the Most Qualified to Conduct the City's Study?

- ✓ ***Experience***. MGT has the experience and certifications that human resources (HR) departments need. MGT staff are certified as Senior Human Resources Management Certified Professionals (SHRM-SCP & SHRM-CP), Project Management Professionals (PMP), Six Sigma Lean certified professionals, and Certified Change Management Professionals (CCMP). Additionally, MGT has conducted numerous human capital studies nationwide, such as HR audits, compensation and classification studies, staffing reviews, benefits reviews, recruiting, leadership development, performance system updates, and organizational and staffing reviews. Furthermore, many of our clients are repeat clients, attesting to our acumen for local government HR consulting services and our desire to work with each public sector client to create a lasting bond that ensures their success over time.

- ✓ ***Best Practices Comparisons***. MGT offers the City our extensive experience to identify exemplary management practices — reflective of the City's input and that of comparable localities. This experience gives us not only a ready reference point for reviewing the City's classification and compensation system, but also provides us with practices that have been proven successful in other similar organizations. This knowledge is of significant value when we design recommendations for improvements.

- ✓ ***Sound Findings and Data-Driven Recommendations***. In our experience, most major improvements in local government operations require bold thinking. In helping the City reconcile its pay system with its evolution and workforce changes, our team members will not hesitate to question existing organizational structures, programs, policies, rules, statutes, operations, work processes, and staffing patterns. We will make sound recommendations for improvements that produce real — *not just on paper* — results and ease of future pay administration for the City.

- ✓ ***Assistance in the Implementation of Recommendations***. We will create detailed implementation strategies to support the City with initial implementation and best practice guidance for maintaining and sustaining an equitable compensation study and classification system over the long-term.

Strategic MGT Partnership Benefits

- Our team of professionals will meticulously gather data across departments to present information that is integral to ensure that the City is both attracting and retaining top quality staff.
- Our team of seasoned professionals offers the expertise and knowledge necessary to determine equitable salaries and benefits for all employees of the City.
- MGT will deliver a salary and benefit study that ensures the City remains competitive within its area while maintaining long-term financial sustainability by leveraging the expertise of our experienced, certified management professionals. Through the application of our proven methodology, which has enhanced hundreds of organizations, we will help the City attract and retain top talent, strengthening its position as an employer of choice.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	**MGT Impact Solutions, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 813.327.4717 | www.mgt.us FEIN: 81-0890071
DIRECTOR / PROPOSAL CONTACT	**Sheena Horton, SHRM-SCP, PMP, CCMP, Director** P: 850.296.7143 | shorton@mgt.us

Thank you for the opportunity to submit a proposal to the City of New Smyrna Beach. **Should you have questions on any aspect of this proposal or would like to schedule an interview with MGT, please contact our Human Capital Director, Sheena Horton, at 850.296.7143 or shorton@mgt.us**.

Regards,

Patrick J. Dyer, Vice President
Authorized to bind the firm

Management Summary



Management Summary

Project Understanding & Methodology

MGT understands the City's desire for a Compensation And Benefits Study to ensure the current program is up-to-date, equitable, and market competitive. We have provided a project team that has full availability, training and resources to comply with the City's requirements. The primary outcomes for this study will include:

- A comprehensive evaluation of all 150 positions and current pay plan(s).
- Evaluation of existing pay policies and practices.
- A market survey of comparable organizations within the market area.
- Recommendations for updated job titles, reclassifications, or consolidations.
- Recommendations for Fair Labor Standards Act (FLSA) exemptions statuses of jobs.
- Updated job descriptions in an approved template, as needed, to ensure industry best practices and appropriate language, ensuring accurate descriptions of duties, minimum requirements, responsibilities, physical requirements, and work environment details.
- Recommendations for a revised pay plan(s) with position plan/grade assignments.
- A comparative benefits review and recommendations for enhancing current offerings.
- Estimate of the fiscal impact of the recommended changes.
- Development of implementation strategies for making any recommended adjustments.
- Best practice guidance for policies and procedures for developing and maintaining a fair and competitive pay plan.
- Presentation of the completed study, if desired.

PROJECT DELIVERABLES

- MGT will provide bi-weekly verbal check-ins and monthly written detailed progress reports as well as periodically presenting data to the City Commission electronically (or in-person as required) throughout the process.
- MGT will provide a detailed final written report to the city designated representative within one hundred twenty (120) days of all tasks for the classification, compensation, and benefits study. Report to include the research performed, methodology, compensation philosophy, findings and policy update recommendations based on proposed/revised pay plan, implementation, and financial impact.
- MGT will present the final completion of the study to staff and/or the City Commission.

INITIAL MEETING(S)

Upon agreement to proceed, MGT's project team will hold a virtual meeting with the City's Project Officer and key staff to discuss the study's objectives and to review the project scope, methodology, and timeline. This will include a review of data collection activities and expectations relative to the type and extent of employee involvement needed. MGT will also share a Data Request Checklist of initial data and documents requested for the project team's review and establish a deadline for receipt of the necessary information for the study. During initial meetings, MGT will also discuss with the Project Officer and key staff about the City's compensation philosophy, or market goals, and the strengths and limitations of the current compensation system. These discussions will provide the MGT project team with an understanding of current concerns and opportunities to address them during the study. The MGT project team will maintain frequent contact with the City's Project Officer, and other key

stakeholders as appropriate, to ensure the final components of the revised compensation system meet the City's goals and expectations for the project.

PROJECT ORIENTATION

MGT offers a variety of communications support to help introduce and orient the City's employees to the goals and expected outcomes of the study. Communications support includes, but is not limited to, study announcement templates, a Study Frequently Asked Questions (FAQs) sheet, and orientation sessions. Orientation sessions include an introduction to the study's data collection activities, outlines of expected employee involvement, and provide an overview and training to encourage staff engagement and a high-quality data collection of job information. MGT also provides exemplary service during our data collection, providing technical assistance and 1:1 engagements with staff to ensure optimal participation in study processes, which may include additional hard copy survey reviews, focus groups, or interviews in addition to regular data collection processes.

REPORTS

MGT will provide a draft report with detailed recommendations and implementation cost estimates to the City's Project Officer to ensure all aspects of the proposed report meet the City's standards and provide viable recommendations. We will meet virtually with the Project Officer to review the results and recommendations in the final report and implementation options, which may include multi-year phase-in approaches. After reviewing the draft report, we will make any needed revisions and submit the final reports, which include a confidential version with employee-specific data for Human Resources, and a public version for wider dissemination and to support the City's adherence to any public information requests.

MGT always strives to perform above and beyond client expectations for our projects. Each project engagement has its own challenges, and MGT is an active partner in weathering the fiscal and political concerns of our clients to ensure there is an accepted, practical, and implementable result at the end of our studies. MGT's team often provide additional communications support, particularly at the end of projects with executive leadership and unions, for supporting the implementation of recommendations. We also provide additional implementation support to clients for consultation regarding any changes that may be needed for implementation plans.

TRAINING AND POST-STUDY SUPPORT

During the study, the MGT project team will work closely with the Project Officer and key staff to provide training on the study processes and as the systems are developed. MGT will train key staff on the study's files to support implementation and ongoing maintenance and administration of the system. As part of all MGT's compensation studies, we offer ***optional post-study support*** to ensure our clients have the guidance and support needed for the successful implementation of study recommendations.

PROJECT MANAGEMENT

MGT uses proven project management methodologies — multiple practitioners have their PMP and Prosci Change Management certifications — to ensure we deliver project results that are on time, on budget, and meet or exceed client expectations by identifying long-term, decision-making solutions.

We find that the two most critical keys to project success are **planning** and **communication**.

We take very intentional measures to define milestones, responsibilities, and delivery dates in our **planning** process, and to track work progress against the work plan daily, providing weekly project status reports. As soon as the contract is awarded, we enhance the project work plan that was included in our proposal by adding specific milestones, delivery dates, and consultant responsibilities. We refine this plan with input from our project initiation meeting(s) with the client. We employ problem-solving skills, technology, and staff adaptability to react to variances between work plan projections and actuals to meet the City's deadline.

Throughout this process, we remain in frequent **communication** with the client to avoid surprises or conflict. Our project teams are in regular contact with the Project Officer, providing weekly project status updates and bi-weekly status calls to provide a summary of progress and to address any risks or variances from the planned schedule.

PROPOSAL CONTACT **Sheena Horton, SHRM-SCP, PMP, CCMP, Director**	**MGT Impact Solutions, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 850.296.7143 | shorton@mgt.us

Signed: 

BACKGROUND AND EXPERIENCE OF THE FIRM

Firm Profile

*Impacting communities **for good**.*

MGT brings ***50 years*** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through ***assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change.*** Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running. MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:
ASC 20-7359, 24-7484
OMNIA LS4612
TIPS 220601, 220802, 230105
TXShare 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.



50 years

900 consultants

30,000 projects

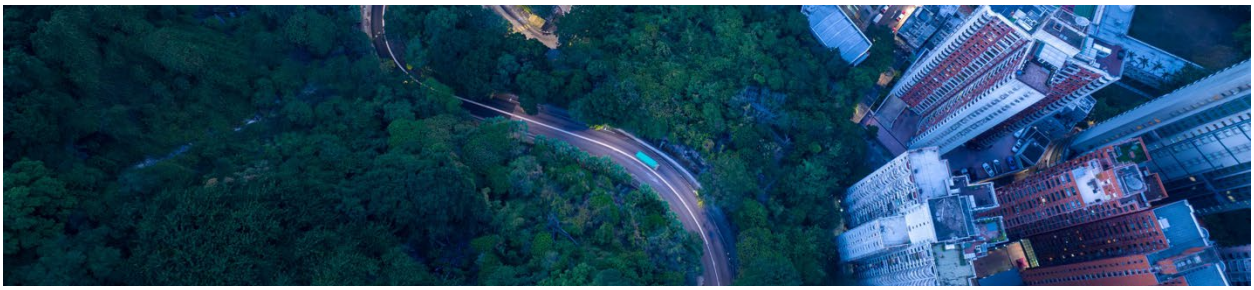
A Social Impact Commitment

DEFINED BY IMPACT

Making a profound impact on society is at the heart of who we are and what we do. The City of New Smyrna Beach should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our experienced team will conduct a comprehensive salary and benefit study, ensuring the City remains competitive in attracting and retaining top talent while maintaining long-term financial sustainability. With over 350 equity-related studies conducted, we will leverage our proven methodology to provide equitable compensation solutions that strengthen the City's position as an employer of choice. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

State of Florida
Department of State

I certify from the records of this office that MGT OF AMERICA CONSULTING, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 2, 2015.

The document number of this limited liability company is L15000199435.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 29, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of March, 2024

Secretary of State

Tracking Number: 0483145014CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List MGT Impact Search

Events Name History

Detail by Entity Name

Florida Limited Liability Company
MGT IMPACT SOLUTIONS, LLC

Filing Information

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FEI/EIN Number	81-0890071
Date Filed	12/02/2015
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/18/2024
Event Effective Date	12/31/2024

Principal Address

4320 West Kennedy Boulevard
Suite 200
Tampa, FL 33609

Experience & Qualifications

Incomparable Consulting Expertise.

We are proud to offer the exceptional expertise of our team members, and our understanding and knowledge of the City of New Smyrna Beach's scope based on years of relevant experience. We bring the breadth and depth of knowledge and expertise vital to identifying real, practical solutions that meet our clients' needs. Part of our success is based upon our commitment to be flexible and responsive. We are acutely aware of the political, economic, social, and technological atmosphere of today's public sector environment. More specifically, MGT is adept in compensation consulting in the state of Florida and for similar organizations as illustrated by our sample list of completed projects below.

MGT has conducted compensation, classification, and human resources studies for clients nationwide. Our Human Capital practice is dedicated to helping our clients find the procedures and people they need to deliver quality services to their constituents. An equitable and competitive compensation program is key to reaching that goal. As the City of New Smyrna Beach pursues an update of its compensation system, assuring a fair, competitive, and attractive compensation package to its employees will go far towards assuring continued quality in the provision of the City's services.

The list below presents a sample list of clients, by state, for which MGT has completed classification, compensation, and other human capital projects.

Alabama		
Huntsville City Schools	University of Montevallo	University of North Alabama
Mobile Public Schools		
Arizona		
Maricopa County	Navajo Nation	Navajo Tribal Utility Authority
Maricopa County Sheriff's Office		
California		
Antelope Valley College	Chaffey College	Rim of the World Unified School District
Barstow Unified School District	Grossmont Unified School District	Sacramento City Unified School District
Bi-Valley Medical Clinic	Kings Community Action Organization	Sacramento County Management Association
Brawley Elementary School District	Innovative Education Management	Sacramento County Office of Education
California Department of Education	Isana Academies	Solana Beach School District
California Department of General Services	La Mesa-Spring Valley Schools	San Diego County Public Authority
California Postsecondary Education Commission	Lake Elsinore Unified School District	Stanislaus County Office of Education
California Student Aid Commission	Lawndale Elementary Schools	Tuolumne County
Cajon Valley Union School District	Los Angeles Unified School District	Ukiah Unified School District
City of Barstow	Madera Unified School District	University of the Pacific
City of Cudahy	Mendocino County Office of Education	Walnut Valley Unified School District
City of Culver	Menifee Union School District	
City of Placentia	Mono County Office of Education	
City of Sacramento	Oakland Housing Authority	
City of San Clemente	Orange County Dept. of Education	
City of San Gabriel		

Colorado

Arapahoe County
Ouray County
Poudre School District R-1
State of Colorado

Connecticut

University of Connecticut
Town of Windsor
Town of Simsbury
Town of Bloomfield
Town of Avon

Delaware

Delaware Solid Waste Authority

Florida

Alachua County Board of Commissioners
Alachua County Property Appraiser
Brevard County Sheriff's Office
Brevard Public Schools
Charlotte County Public Schools
Citizen's Property Insurance Corporation
Citrus County
Citrus County Clerk of the Court
Citrus County Mosquito Control District
Citrus County Property Appraiser
Citrus County Tax Collector
City of Apopka
City of Belle Glade
City of Boynton Beach
City of Casselberry
City of Fort Walton Beach
City of Gainesville
City of Gulf Port
City of Key West
City of Lake Mary
City of Lake Worth
City of Lakeland
City of Leesburg
City of Miami
City of North Port
City of St. Cloud
City of Tallahassee
City of Tamarac
City of Tampa
City of Titusville
Columbia County Property Appraiser County of Glades
Daytona Beach Community College
Disability Rights Florida
Florida Association of Court Clerks, Inc
Florida Atlantic University
Florida Bar Association
Florida Chiropractic Association
Florida Department of Children and Families
Florida Department of Juvenile Justice
Florida Department of Management Services
Florida Department of Transportation
Florida Developmental Disabilities Council
Florida Education Association-United
Florida Gulf Coast University
Florida Gulf Health Systems Agency
Florida House of Representatives
Florida Job Corps
Florida Keys Community College
Florida League of Cities
Florida Lottery
Florida Office of Program Policy Analysis and Government Accountability
Florida Office of the Attorney General
Florida Ounce of Prevention Fund
Florida Polytechnic University
Florida School for the Deaf and Blind
Florida State Board of Administration
Florida State College at Jacksonville
Florida State University
Florida Tax Collectors Association
Florida Transportation Commission
Florida Virtual School
Glades County
Gulf Coast State College
Hillsborough Area Regional Transit Authority
Hillsborough Community College
Hillsborough County
Hillsborough County Tax Collector
Hillsborough Regional Transit Authority
Jackson County Tax Collector
Joint Underwriting Association
Leon County Property Appraiser
Leon County Tax Collector
Marion County Emergency Medical Services Alliance
Nassau County Property Appraiser
New College of Florida
Okaloosa County Schools
Palm Harbor Special Fire Control and Rescue District
Pensacola Area Housing Commission
Santa Fe College
School Board of Brevard County
Solid Waste Authority of Palm Beach County
Southwest Florida Water Management District
St. Johns County Property Appraiser
State College of Florida - Manatee-Sarasota
Sunshine 811
Tampa Bay Water
Tampa Hillsborough Expressway Authority
Tampa Housing Authority
Tampa Sports Authority
Town of Davie
University of Central Florida
Workforce Plus, Tallahassee

Georgia		
Board of Regents of the University System of Georgia	Darton College	Gwinnett County Public Library
City of Albany/Dougherty County Board of Commissioners	Fayette County	Henry County School District
City of Macon	Georgia College and State University	Kennesaw State University
City of Richmond Hill	Georgia Health Sciences University	Southern Polytechnic State University
City of Stonecrest	Georgia Southern University	United States Treasury Customs Service
Dalton State College	Gwinnett County Public School System	Valdosta State University
Hawaii		
Hawaii Health Systems Corporation	University of Hawaii System	
Idaho		
Nez Perce Tribe		
Illinois		
Illinois Board of Higher Education	Lake County	Rockford Board of Education
Kankakee County	Village of Oak Park	Sangamon County
Village of Fox Lake	Village of Norridge	Village of Gurnee
City of St. Charles	City of Geneva	Henry County
Village of Plainfield	Elmhurst Park District	Park District of Highland Park
Village of Vernon Hills	Village of Lincolnwood	City of East Moline
Village of Montgomery	Village of Bensenville	Urbana Park District
Village of Lisle	Village of Berkeley	Oswegoland Park District
City of Countryside	City of Princeton	City of Clinton
Village of Deer Park	Village of Round Lake	Village of Channahon
Fox River Water Reclamation District	DeKalb County Health Department	Northern Suburban Special Recreation Association
Village of Coal City	Village of New Lenox	City of Lockport
Village of Elburn	City of Rochelle	City of Sterling
Champaign Park District	Maine Township	
Iowa		
Iowa Central Community College	Kirkwood Community College	Northeast Iowa Community College
Iowa Valley Community College District	City of Indianola	City of Dyersville
	City of Marshalltown	City of Burlington
Louisiana		
City of Baton Rouge	Parish of East Baton Rouge Recreation and Park Commission	Port of Iberia
Maine		
University of Maine – Orono		
Maryland		
Baltimore City Community College	Community College of Baltimore County	Maryland Environmental Service
Baltimore County Public Schools	Hartford County Public Schools	Montgomery College
Massachusetts		
Cape Cod Mosquito Control Project	Norfolk County Mosquito Control District	Town of Plymouth
Town of Franklin	Town of Milford	Town of Falmouth
Town of Charlton	Town of Norton	City of Beverly
Town of Shrewsbury	Town of Weston	Town of Dartmouth
Town of Hingham	Town of Amherst	Town of Eastham
Town of Westborough	Town of Southborough	Town of Burlington
Town of North Andover	Town of Dedham	Town of Needham
		Town of Easton

Michigan		
Central Michigan University	Livingston County	Muskegon County
City of Muskegon	Livingston Community Health Authority	Sault Tribe of Chippewa Indians
Dickinson County	Lenawee County	St. Clair County
Gogebic County	Menominee County	West Shore Community College
Kent County	City of Allegan	City of Ferndale
Lapeer County	DeWitt Charter Township	Clinton and Montcalm County Road Commission
City of Coldwater	City of Niles	
City of Rochester	Ingham County	
Minnesota		
Minnesota State University System		
Missouri		
City of Columbia	Southeast Missouri State University	St. Louis Community College
East Central College		
New Jersey		
The Richard Stockton College of New Jersey		
New York		
Corning Community College	SUNY - Clinton Community College	
Nevada		
Southern Nevada Regional Housing Authority		
North Carolina		
Chapel Hill-Carrboro Schools	Mayland Community College	Pitt Community College
Chatham County	North Carolina Association of County Commissioners	Town of Maiden
City of Canton	North Carolina Community College System	Town of West Jefferson
City of Waynesville	North Carolina Education Lottery	University of North Carolina
Davidson County Personnel Department	Piedmont Community College	Wake County Personnel Department
Haywood County		
Oklahoma		
Cherokee Nation Enterprises	City of Oklahoma City	Oklahoma County
Oregon		
City of Hermiston	Klamath County	Oregon University System
City of Hillsboro	Oregon Institute of Technology	Prosper Portland
Jackson County		
Pennsylvania		
Centre Area Transportation Authority	Community College of Allegheny County	Lancaster County
Township of Doylestown	Upper Gwynedd Township	Pittsburgh Public Schools
		Western PA School for the Deaf
Rhode Island		
Roger Williams University	Rhode Island Housing Authority	Rhode Island Student Loan Authority
South Carolina		
Anderson County School District 5	City of Newberry	Oconee County
Anderson Regional Joint Water System	City of Simpsonville	Oconee County Public Schools
Beaufort County School District	County of Lancaster	Pickens County
Bonita Springs Fire Control and Rescue District	Dillon County	Richland County
Chester Metropolitan District	Dorchester County	River Banks Zoo
City of Anderson	Dorchester County Library	South Carolina Department of Public Safety
City of Bluffton	Greenville County Recreation District	South Carolina Education Lottery
	Greenwood Metropolitan Sewer	Town of Hampton
	Hampton County	

City of Cayce	Jasper County	Western Carolina Regional Sewer Authority
City of Easley	Lancaster County	York County
City of Florence	Midlands Technical College	York County Library
City of Gaffney	Municipal Association of South Carolina	York Electric Cooperative, Inc.
City of Georgetown		
City of Lancaster		
Tennessee		
City of Kingsport	Memphis City Schools	
Texas		
Austin Independent School District	City of Longview	Texas A&M University – Texarkana
Bastrop County	City of San Antonio	Texas A&M University System
Burnet County	Dallas Area Rapid Transit	Texas Southmost College
City of Brownsville	Dallas Independent School District	Texas State Technical College
City of Corpus Christi	Galveston County	Travis County
City of La Porte	Kerr County	University of North Texas System
	Texas A&M University – Kingsville	
Vermont		
Southwest Vermont Supervisory Union	City of Essex Junction	Town of Richmond
	Town of Hartford	
Virginia		
Albemarle County	City of Portsmouth	Tidewater Community College
City of Chesapeake	City of Richmond	Virginia Commonwealth University
City of Newport News	Fairfax County Public Schools	Virginia State University
	K12 Inc. (Stride)	
Washington		
City of Woodinville	Green River College	Washington State Board for Community and Technical Colleges
Clark College		
Wisconsin		
Village of McFarland	Sun Prairie	City of Monona
Village of Windsor	Port Washington	Village of Lisbon
City of Beaver Dam	Dane County Cities and Villages Association	

Florida Specific Studies

CITY OF APOPKA, FL CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor
10/1/2018 – 12/31/2019
Edward Bass, City Administrator
120 East Main Street | Apopka, Florida 32703
(407) 703-1750 | ebass@apopka.net

In direct coordination with the Office of the Mayor, MGT performed a review of the existing classification plan, performed a salary study, updated job descriptions, reviewed staffing levels and structure, conducted a market survey of five comparable regional localities, reviewed the current evaluation system, and prepared pay plan option schedules, to include implementation costs.

CITY OF ST. CLOUD, FL CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor
7/13/2021 – 10/31/2021

Mimi Tran, Director of Human Resources & Risk Management
1300 9th Street | St. Cloud, Florida 34769
(407) 957-7359 | trucmai.tran@stcloud.org

The City of St. Cloud sought a qualified and experienced consultant to provide professional services to review the City's current compensation and classification program and to provide guidance on the proper structuring and implementation of a fair and equitable compensation and classification program. A thorough and comprehensive compensation and classification study and analysis of the City and those organizations that draw on a shared labor market indicated the City's current positions and its ability now and in the future to recruit and retain talented employees to provide quality services to the City. The study indicated what actions should be taken to avoid loss of qualified staff and difficulties in recruiting new employees for City employment, while competitively compensating its 642 current employees in 234 job classifications. An Evaluation and benchmarking of the City's total compensation package was reviewed.

DISABILITY RIGHTS FLORIDA CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director
2/12/2019 – 3/1/2019
Cherie E. Hall, Interim Executive Director
2473 Care Drive, Suite 200 | Tallahassee, Florida 32308
(850) 488-9071

MGT's Compensation and Classification Study for Disability Rights Florida included 64 positions in 37 job classifications. In order to provide Disability Rights Florida with a fair and equitable compensation and classification system, MGT completed the following tasks: gathered and evaluated current employee job data, identified relevant recruitment markets, developed the compensation system, and developed implementation strategies.

FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director
10/4/2017 – 4/30/2018
Valerie Breen, Executive Director
124 Marriott Drive, #203 | Tallahassee, Florida 32301
(850) 488-4180 | fddc@fddc.org

MGT utilized its most updated and time-tested methodology and detailed work plan to conduct a thorough review of the Council’s current classification and compensation plan. The study evaluated the Council's 16 employees. The new plan will maintain internal equity, provide updated job descriptions, and allow ease of ongoing administration and maintenance by internal HR staff.

FLORIDA LOTTERY COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director
1/1/2016 – 9/30/2016
Nyla Davis, Former HR Director at Florida Lottery; Current HR Director at Tallahassee Community College
250 Marriott Drive | Tallahassee, Florida 32301
(850) 201-8510 | davisn@tcc.fl.edu

MGT provided a comprehensive review of the current duties and responsibilities and minimum qualifications required to perform each position and the internal consistency of those positions.

The study included a review of current positions for relevant minimum qualifications, knowledge, skills, abilities, and job duties. The review of 119 positions included Accounting, Finance, Legal, Sales, Information Technology, Procurement, Communications, Product Development, Marketing, Brand Management, Graphics, Human Resources, Support Services, Security, Claims Processing, and Retailer Contracting.

FLORIDA OFFICE OF THE ATTORNEY GENERAL ATTORNEY COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director
1/6/2016 – 6/1/2016
Deborah Strickland, Human Resources Administrator
The Capitol PL-01 | Tallahassee, Florida 32399
(850) 414-3406 | deborah.strickland@myfloridalegal.com

MGT conducted an Attorney Compensation study to determine the extent of salary disparity existing between attorneys who work for the Office and attorneys who work for other public entities including other state agencies in Florida and neighboring states.

TAMPA BAY WATER

CLASSIFICATION AND COMPENSATION ADD-ON SERVICES

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor | Rachel King, Consultant
11/9/2020 – 3/20/2024
Michelle Stom, Chief of Staff / Chief Strategy Officer
2575 Enterprise Road | Clearwater, Florida 33763
(727) 791-2305 | mstom@tampabaywater.org

MGT assisted Tampa Bay Water in the ad-hoc evaluation and update of its classification and compensation system previously developed by MGT through the provision of Add-On Classification and Compensation services, which included position evaluations, job description updates/development, and market reviews and recommendations for grade placements.

COMPENSATION STUDY UPDATE

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor | Rachel King, Consultant
1/2/2023 – 10/24/2023
Roberta F. Kety, J.D., M.S.M., Human Resources Director
2575 Enterprise Road | Clearwater, Florida 33763
(727) 791-2333 | rkety@tampabaywater.org

MGT engaged with Tampa Bay Water to provide a Compensation Study Update on the agency's current positions to ensure that positions are accurately classified and to provide an updated competitive pay plan to ensure the agency can continue to recruit and retain quality talent.

COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor | Rachel King, Consultant
4/30/2019 – 4/30/2020
Roberta F. Kety, J.D., M.S.M., Human Resources Director
2575 Enterprise Road | Clearwater, Florida 33763
(727) 791-2333 | rkety@tampabaywater.org

MGT updated Tampa Bay Water's current classification and compensation system according to federal and state laws and accepted best practices for its 150 employees in 123 job classifications.

BREVARD PUBLIC SCHOOLS, FL DISTRICT-WIDE COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director
5/1/2017 – 4/1/2018
Dr. Carol Kindt, Deputy Superintendent of Human Resources
2700 Judge Fran Jamieson Way | Viera, Florida 32940
(321) 633-1000 | kindt.carol@brevardschools.org

MGT provided services to update the School Board's compensation program to best support its mission. Upon completion of the project, MGT provided recommendations that reflected the identified mission and vision of the School Board for a well-defined compensation philosophy. A final report was issued with study results, funding recommendations, and implementation options that include a multi-year phase-in.

GULF COAST STATE COLLEGE, FL COMPENSATION AND CLASSIFICATION STUDY

Project Team Members: Sheena Horton, Project Director
2/16/2017 – 5/31/2017
Jay Sullins, Management and Operations
5230 West US Highway 98 | Panama City, Florida 32401
(850) 872-3843 | accpay@gulfcoast.edu

MGT assisted the College in the review and update of its compensation program. To achieve the mission and vision of the College, GCSC employs approximately 373 full-time employees. For this project, MGT evaluated approximately 80 position titles comprising administrative staff, executive staff, support staff, and career services positions that were the focus of this engagement. The study included reviewing existing classification and compensation policies and structures; gathering and evaluating current employee job data; recommending job description revisions; conducting a market salary survey; developing recommendations and implementation strategies; and preparing and presenting the final report.

HILLSBOROUGH COMMUNITY COLLEGE, FL ADMINISTRATOR CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor
2/12/2019 – 4/10/2019
Kristen Smuder, Executive HR Director
P.O. Box 31127 | Tampa, Florida 33631
(813) 253-7187 | ksmuder@hccfl.edu

MGT conducted an Administrator Classification and Compensation Study for Hillsborough Community College (HCC). The study included approximately 55 administrators, which included deans, directors, executive directors, vice presidents, and campus presidents. The results of the study were intended to provide the current market position of HCC; a documented and realistic compensation philosophy; up-to-date classification specifications and job descriptions; formalized salary administration guidelines and procedures for typical and hard-to-fill positions; and training across HCC's Human Resources function to maintain the division compensation program moving forward.

SANTA FE COLLEGE, FL JOB CLASSIFICATION AND COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor
12/14/2017 – 6/30/2018
Lela Frye, Human Resources Director
3000 NW 83rd Street | Gainesville, Florida 32606
(352) 395-5420 | lela.frye@sfcollege.edu

MGT conducted a comprehensive job Classification and Compensation Study of the College's administrative, professional, technical, skilled trades, environmental services, and other support and clerical positions. The College desired to pay the highest amount possible within budgetary constraints guided by appropriate market comparisons and keeping up to date with all current and pending federal and state laws and regulations. To complete the study, MGT reviewed salary structure and existing titles with recommendations for competitiveness with peer colleges and market, to put the College in a position to attract and retain well qualified employees; provided appropriate salary ranges, determined the appropriate grades, and the minimum, midpoint, and maximum for each grade; included an analysis, ranking, and assignment of each job to an appropriate salary grade level to ensure fairness and internal equity; provided recommended policies and procedures to ensure the results will be maintained and updated appropriately; defined career paths within job families, the promotional structure within the career path and what education, experience, and milestones are necessary for each step in the career path; and provided a cost analysis based on each recommendation.

GLADES COUNTY, FLORIDA EMPLOYEE HANDBOOK AND JOB DESCRIPTION UPDATES

Project Team Members: Sheena Horton, Project Director
3/8/2019 – 5/31/2019
Martin Murphy, County Manager
500 Avenue J, Room 102 | Moore Haven, Florida 33471
(863) 946-6000 | countymanager@myglades.com

MGT developed a comprehensive and legally compliant employee handbook for the County. The handbook included information about obligations, standards of behavior, and disciplinary procedures that provide structure, consistency, fairness, and reasonableness in the way in which employees are treated. In addition, MGT completed a thorough review and evaluation of existing job descriptions, and created new job descriptions where none existed. The project was completed on time and within budget.

HILLSBOROUGH AREA TRANSIT AUTHORITY COMPENSATION STUDY

Project Team Members: Sheena Horton, Project Director | Brandon Ledford, Project Advisor
10/2/2019 – 1/2/2020
Crystal Hundley, Interim Chief People Officer
1201 East Seventh Avenue, Tampa Florida 33605
(813) 384-6385 | hundleyc@gohart.org
MGT provided a comprehensive review of the current duties and responsibilities, and minimum qualifications required to perform each position and the internal consistency of those positions. The study included a review of current positions for relevant minimum qualifications, knowledge, skills, abilities, and job duties. MGT completed the following tasks: gathering and evaluating current employee job data, identifying relevant recruitment market(s), developing the compensation system, and developing implementation strategies.

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY | COMPENSATION SURVEY

Project Team Members: Sheena Horton, Project Director | Rachel King, Consultant
3/2/2023 - 4/21/2023
Greg Slater, Executive Director/CEO
1104 E. Twiggs Street | Tampa, Florida 33602
(813) 272-6740 Ext. 111 | greg.slater@tampa-xway.com
Tampa Hillsborough Expressway Authority (THEA) in Florida contracted with HR Soul and MGT Consulting (MGT) in March 2023 to conduct a Compensation Survey for 31 positions. As HR Soul's compensation experts partner, MGT led the execution of this engagement for THEA. The

purpose of the Compensation Survey was to conduct a market salary survey and assessment of comparable positions at peer organizations to provide THEA with recommendations for updating their compensation plan. The study included market comparisons to 11 comparable transit agencies and resulted in recommendations for pay plan updates, grade placements, and reclassifications to update and increase the competitiveness of THEA's compensation system.

SKILLS AND CREDENTIALS OF THE DESIGNATED PROJECT TEAM

The success of a consulting engagement is founded on the qualifications of the project team and the way in which the review is structured and managed.

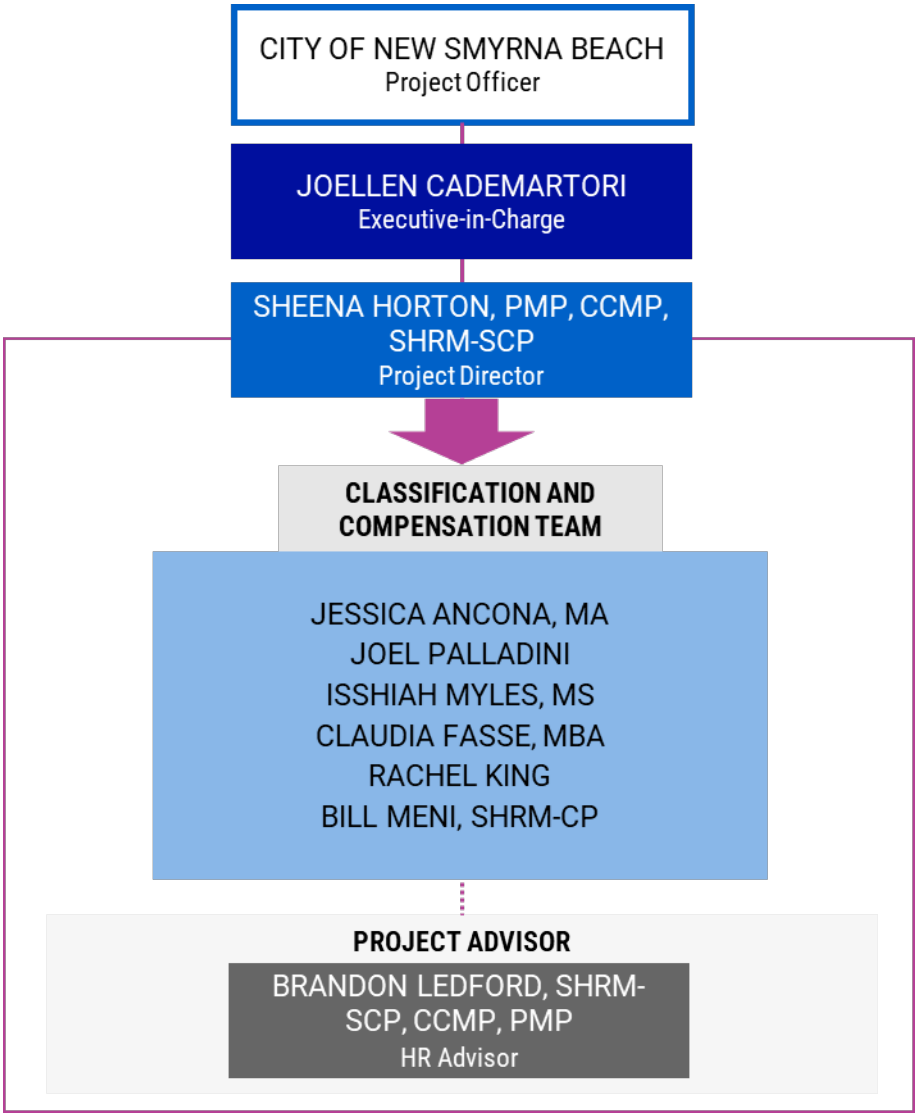
Our work with clients is characterized by the belief that we can only be successful if our clients develop the knowledge, capacity, and mechanisms to help themselves. To that end, all our services:

- Build on our clients' existing strengths and resources while empowering them to address present challenges.
- Assist our clients to learn about widely recognized best practices and emerging research.
- Encourage our clients to develop the habit of identifying, collecting, and acting on essential, current, and relevant data.
- Help our clients maximize the efficiency and effectiveness of their human and fiscal resources.
- Provide pragmatic and affordable solutions that will be deliverable and sustainable over the long-term.

Illustrated in **Exhibit 1** is the proposed management structure for this project, which has been designed to define the roles and responsibilities of each team member assigned to this project and to facilitate project management. The strength and experience of our team will allow for efficient and effective project management and results. Each team member has a wide range of project experience working with clients similar to the City of New Smyrna Beach. The team we have designated is highly experienced with this type of engagement, and therefore requires little orientation time.

MGT cross-trains staff to ensure appropriate coverage for our projects. Should any member of the team take leave or resign during the engagement, MGT is prepared to orient and assign a comparable staff member with similar expertise and skill to cover the member's duties. This guarantees project continuity and ensures that deliverables remain on schedule.

Exhibit 1. Project Organizational Structure



Project Staff Roles and Responsibilities

ROLE ASSIGNED	RESPONSIBILITIES
CITY OF NEW SMYRNA BEACH'S REPRESENTATIVE	We look forward to working with the City's Representative to build a long-lasting and trustworthy partnership that produces innovative solutions.
EXECUTIVE-IN-CHARGE *Joellen Cademartori*	The Executive-in-Charge holds the following responsibilities: ▪ Overseeing contractual process at the start of the project. ▪ Ensuring the team fulfills all contractual requirements. ▪ Managing resources appropriately. ▪ Resolving any conflicts or point of escalation for any challenges. ▪ Final authority over project deliverables.

ROLE ASSIGNED	RESPONSIBILITIES
DIRECTOR *Sheena Horton, SHRM-SCP, PMP, CCMP*	The Director holds the following responsibilities: ▪ Administrative management over project and team. ▪ Point of contact for the City in addition to Project Lead. ▪ Oversight over service and deliverable quality. ▪ Practice and Project Team management.
PROJECT LEAD & SUPPORT TEAM *Jessica Ancona, MA* *Joel Palladini* *Isshiah Myles, MS* *Claudia Fasse, MBA* *Rachel King* *Bill Meni, SHRM-CP* *Brandon Ledford, SHRM-SCP, CCMP, PMP*	The Project Lead & Support Team holds the following responsibilities: ▪ Project Lead serves as the main point of contact for the City and the management of the project, tasks, and deliverables. ▪ Work closely with the City under the direction of the Project Lead and Director to carry out the various tasks and deliverables. ▪ Utilize individual subject matter expertise to customize and execute each work task and fulfill the City's stated expectations. ▪ Conduct collection and analysis of relevant data. ▪ Review, document, evaluate, and generate recommendations in accordance with each component of the work plan.

Resumes

Resumes of each team member are provided on the following pages. The personnel described in our proposal are the professionals who will provide the services for this project.



Joellen Cademartori

Senior Vice President

Joellen Cademartori, Senior Vice President at MGT, brings nearly 30 years of comprehensive experience in municipal leadership, human resources, and management consulting within the public sector. Renowned for her exceptional communication skills, Joellen has fostered strong relationships with peers, elected officials, and government partners nationwide. Her dedication to local government excellence has positioned her as an industry leader in executive recruiting, interim staffing, and human resources consulting.

Throughout her career, Joellen has been privileged to serve on numerous local, state, and national committees. A personal and professional highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from the Northeast Region. Joellen regularly speaks in front of groups and writes about a variety of local government topics, which include organizational analysis, generational diversity, succession planning, performance management, resume development, and interviewing skills and techniques.

Areas of Expertise

- Municipal Leadership
- Human Resources Consulting
- Professional Development
- Municipal Management

Education

- M.P.A., Northeastern University,
- B.S., Economics, Worcester State College
- Senior Executive institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

Professional Development & Speaking Engagements

- Executive Recruiter Panel, Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Succession Planning Tips to Achieve Unity Through Diversity, MMA 2019

Memberships & Affiliations

International City and County Management Association (ICMA), Member

ICMA, Task Force on Deputy/Assistant Managers, Current Member, 2017-2018

Illinois City and County Management Association (ILCMA), Current Member

ICMA, Task Force on Women in the Profession, Member, 2012-2014

Professional Experience

MGT Impact Solutions, LLC, Senior Vice President, 2011-Present

Evanston, IL, Director of Administrative Services, 2009-2011; Director of Human Resources, 2007-2009

Catawba County, NC, Assistant County Manager, 2004-2007

Barnstable, MA, Assistant Town Manager, 2000-2003

Yarmouth, MA, Assistant Town Administrator, 1993-2000

Northborough, MA, Assistant Town Administrator, 1992-1993; Acting Town Administrator, 1991; Administrative Asst. to the Town Admin, 1988-1990

Holden, MA, Intern, 1987



Sheena Horton

SHRM-SCP, P.M.P, C.C.M.P.

Director, Human Capital Consulting

Sheena Horton is a certified Project Management Professional (PMP) and Prosci Change Management Practitioner (CCMP) with over 18 years of expertise in evaluation and 15 years in management consulting. As a Director at MGT, she specializes in human capital projects, focusing on classification and compensation studies, program/performance evaluations, needs assessments, and strategic planning. Sheena's comprehensive skill set includes empowerment evaluation, quality assurance, efficiency reviews, market research, organizational reviews, and business process analyses. Her multifaceted experience extends to supporting student housing studies, facilities assessments, student literacy and safety program evaluations, and community engagement initiatives.

Sheena's academic background includes a Master's degree in Criminology and Criminal Justice and dual Bachelor's degrees in Sociology and English. She also holds a certification in Diversity, Equity, and Inclusion in the Workplace from the University of South Florida. Her notable contributions to human capital and organizational solutions have earned her prestigious awards, including the Seminole 100 Honoree and MGT's Bull by the Horns MVP Award.

Areas of Expertise

- Project Management
- Change Management
- Organizational Reviews
- Efficiency and Process Analysis
- Business Transformation
- Strategic Planning
- Stakeholder Engagement
- Human Resources Studies
- Policy and Procedures Development and Evaluation
- Program and Performance Evaluations
- Market Research
- Program and Service Realignments

Education/Credentials

- M.S., Criminology and Criminal Justice, Florida State University
- B.A., Sociology (Criminology concentration) and B.A., English, University of North Carolina-Greensboro
- Project Management Professional (PMP), Project Management Institute, 2016
- Certified Change Management Practitioner, Prosci, 2022
- Six Sigma Lean Yellow Belt, 2024
- Diversity, Equity, and Inclusion in the Workplace certification, University of South Florida, 2021

Selected Project Highlights

Los Angeles Unified School District, CA
IT Recruitment, Retention, Classification Alignment, and Compensation Study

Brevard Public Schools, FL
Compensation Study

Centre Area Transportation Authority, PA
Compensation Study

Southern Nevada Regional Housing Authority, NV
Classification, Compensation, and Performance Evaluation Studies

City of Hermiston, OR
Classification and Compensation Study

Harford County Public Schools, MD
Compensation and Benefits Study

City of Stonecrest, GA
Classification and Compensation Study

County of Lapeer, MI
Classification and Compensation Study

Disability Rights Florida
Benefits Study

Work Experience

MGT Impact Solutions, LLC, Director, 2010-Present

Healthy Families Florida, Program Coordinator, 2008-2009

Salem Press, Staff Writer, 2007-2008

Measurement, Inc., Reader/Evaluator, 2006

Choicepoint, Criminal Records Specialist, 2004-2005



Jessica Ancona, M.A.

Associate

Jessica Ancona, M.A. Ed., is a seasoned leader with over two decades of experience in education, government, and public administration. With a background in Chicano/Chicana Studies and a Master's in Education, Jessica has dedicated her career to maximizing opportunities for students and community members. As Mayor of the City of El Monte, Councilmember for L.A. Metro's San Gabriel Valley Service Council, and in various educational roles, including Assistant Principal and Governing Board Member/President, Jessica has demonstrated a strong commitment to community advocacy, strategic planning, and organizational leadership, driving positive change in both public and nonprofit sectors.

Areas of Expertise

- Strategic Planning and Visioning
- Management and Operations Leadership
- Organizational Development and Leadership
- Community Advocacy and Engagement
- Government Relations and Policy Development
- Education Administration and Governance
- Human Resources Management and Personnel Development

Education

- M.A., Education, Azusa Pacific University
- B.A., Chicano/Chicana Studies, University of California, Los Angeles
- Masters in Governance Certificate, Board President's Training, California School Board Association
- Human Resources Certificate, Personnel Academy, Association for California School Administrators

Selected Project Highlights

City of Barstow, CA
Classification and Compensation Study

City of Hillsboro, OR
Classification and Compensation Study

Lawndale Elementary School District
Lawndale, CA
Classification and Compensation Study

Mendocino County Office of Education
Ukiah, CA
Classification and Compensation Study

City of Placentia, CA
Classification and Compensation Study

Sacramento County Office of Education
Mather, CA
Compensation Study

Work Experience

MGT Impact Solutions, LLC, Associate, 2023-Present

City of El Monte, Mayor, 2020-Present

L.A. Metro, San Gabriel Valley Service Council, Councilmember, 2022-2024

Los Angeles County Sanitation Districts, Director for District 15, 2020-Present

Foothill Transit, Governing Board Member, 2018-Present

City of El Monte, Councilwoman, 2018-2020

El Monte City School District, Governing Board Member/President, 2013-2018

Marco Antonio Firebaugh High School, Assistant Principal, 2019-2023

Muscatel Middle School, Principal, 2014-2019

Muscatel Middle School, Assistant Principal, 2010-2014



Joel Palladini

Analyst

Joel Palladini is a U.S. Army Veteran and mid/senior-level Analyst with 7+ years of experience in data analysis, project management, and working with dynamic cross-functional teams. He provides oversight and project management for classification and compensation studies and has broad experience conducting analyses on classification and compensation studies, and organizational expertise in managing software and collaboration tools to keep the human capital team on track in completing projects. He also provides the team with excellent technical expertise in various systems and methodologies.

Joel's time in the military established a baseline career as an Analyst. He served as an Intelligence Analyst in the 82nd Airborne Division based out of Fort Bragg, North Carolina. Joel had one deployment to the Middle East in support of Operation Inherent Resolve. In addition to his work on human capital, he assists key leaders with client relations support, processing opportunities, and providing guidance on next steps with future clients.

Joel holds a Bachelor of Science degree from Kent State University in Integrative Studies with concentration in Business Administration, Accounting, and Marketing.

Areas of Expertise

- Project Management
- Data Analysis
- Classification and Compensation Studies
- Intelligence Analysis
- Client Relations

Education

- B.S., Integrative Studies, with a Concentration in Business Administration, Accounting, and Marketing, Kent State University

Recognitions

- 2022 Army Commendation Medal
- National Defense Service Medal
- Global War on Terrorism Service Medal – Expeditionary
- Professional Development Ribbon

Selected Project Highlights

Berkeley Public Schools, CA
Classification and Compensation Study

City of Culver City, CA
Classification Study

City of Grand Rapids, MI
Classification and Compensation Study

Community College of Allegheny, PA
Classification and Compensation Study

Illinois State Board of Elections, IL
Compensation Study

Ingham County, MI
Classification and Compensation Study

Livingston County Community Mental Health, MI
Compensation Study

Mesa Public Schools, AZ
Compensation Study

Orange County Department of Education, CA
Classification and Compensation Study

Township of Ela, IL
Classification and Compensation Study

Work Experience

MGT Impact Solutions, LLC, Analyst, 2023-Present

Pape-Dawson Engineers, Inc., Human Resources Analyst, 2022-2023

United States Army, All-Source Intelligence Analyst; Security Manager, 2016-2022

Parker Hannifin: "Parflex" Division, Accounting Intern, 2014

Goehring, Rutter, and Boehm, Legal Administrative Intern, 2012



Isshiah Myles, M.S.

Consultant

Isshiah Myles is a customer-centric, detail-oriented, forward-thinking human resources professional with a demonstrated track record in compensation analysis and administration, job and salary analysis, equity reviews, compensation plans, salary surveys, reclassifications, job descriptions, salary grades, employment laws, and HRIS.

As a compensation professional in higher education, government agencies, and healthcare, Ms. Myles provided broad, in-depth subject matter expertise to maximize performance, retention, and cost efficiency. Her career in compensation includes collaborative efforts to create an all-new compensation philosophy, pay grade structure, processes, and best practices.

Areas of Expertise

- Compensation and Classification
- Salary Surveys
- Internal and External Equity
- Job Descriptions
- Salary Recommendations
- Job and Position Management
- Job Audits
- Employment Laws
- Market Data Analysis
- Step Progressions
- Career Paths
- Job Reorganizations

Education

- M.S., Adult and Higher Education, Human Resource Development, Northern Illinois University
- B.A., Psychology, Northern Illinois University

Selected Project Highlights

City of Culver City, CA
Citywide Classification and Compensation Study

Community College of Allegheny County, PA
Classification and Compensation Study

Innovative Education Management, CA
Compensation Study

Kent County, MI
Classification Study

Los Angeles Unified School District, CA
Classification and Compensation Study

Orange County Office of Education, CA
Classification and Compensation Study

San Diego County, CA
Classification and Compensation Study

Town of Bluffton, SC
Classification and Compensation Study

Tuolumne County, CA
Employee Compensation Study

Work Experience

MGT Impact Solutions, LLC, Consultant, 2024-Present

McKesson, Senior Compensation Analyst, 2021-2022

U.S. Anesthesia Partners, Compensation Analyst, 2019-2020

University of North Texas System, Compensation Analyst, 2017-2019

NorthgateArinso, Inc., Compensation Analyst, 2013-2015



Claudia Fasse, M.B.A.

Analyst

Claudia Fasse is deeply committed to staying abreast of the latest trends and best practices in HR, particularly in Compensation and Classification, Training and Development, and Employee Relations. In her recent role, she focused on supporting compensation processes, strategies, and concepts, specializing in job description writing and job levels. Claudia played a pivotal role in enhancing the skills of her team by spearheading initiatives to strengthen job profiles. Moreover, she collaborated closely with Human Resource Information Systems (HRIS) to implement Workday enhancements, resulting in improved team efficiency. She also managed communication for quarterly salary and budget surveys, overseeing survey participation and data management, as well as maintaining vendor relationships and managing invoices with survey providers. Claudia's dedication extended to creating mission-critical process documentation and emphasizing the importance of broader technological and business changes impacting compensation processes.

With a Master of Business Administration degree, Claudia brings a wealth of experience in customer service, communication, and analysis. Her overarching career goal is to leverage her education and expertise to contribute to organizational growth and success, striving to make meaningful contributions in her field.

Areas of Expertise

- Talent Management
- Organizational Development
- Compensation Operations
- Job Profiling
- Job Levels & Families
- Salary and Budget Surveys
- Vendor Management
- Process Improvement
- Consulting

Education

- M.B.A, Human Resources Concentration, Wayne State University, August 2023
- B.A., Psychology, Oakland University, December 2018

Selected Project Highlights

Tuolumne County, CA
Employee Compensation Study

Community College of Allegheny County, PA
Classification and Compensation Study

City of Culver City, CA
Citywide Classification and *Compensation Study*

Innovative Education Management, CA
Compensation Study

Orange County Office of Education, CA
Classification and Compensation Study

Isana Academies, CA
Classification and Compensation Study

Tampa Bay Water, FL
Position Market Evaluation Services

Work Experience

MGT Impact Solutions, LLC, Analyst, 2024-Present

Rocket Central, Compensation Partner, 2022-2023; Associate Technology Talent Strategist, 2021-2022; Intern, 2021-2021

Chase, Associate Banker, 2016-2021



Rachel King
Project Manager

Rachel King is a Classification and Compensation Project Manager with over eight years of experience in human resource management. She has led more than 30 classification and compensation projects, creating tailored solutions for clients ranging from small municipalities to large entities with populations exceeding 200,000. Her expertise extends to performance evaluations, benefits analysis, and developing DEIB best practices, helping organizations improve both employee engagement and operational effectiveness.

Previously, Rachel was a Human Resources Manager at the technology startup cove.tool, where she handled recruiting and employee relations. Passionate about fostering inclusive workplace cultures, she played a key role in securing the Great Place to Work certification, demonstrating her commitment to creating positive, engaging environments for all employees.

Areas of Expertise

- HRIS & ATS
- Benefits Administration
- Performance Management
- HR Strategy Creation & Execution
- Onboarding & Offboarding
- Training & Leadership Development
- Employee Relations Management
- Policy Development
- Project Management
- Compensation Management
- Employee Retention
- Employee Engagement & Satisfaction

Education

- B.S., HR Management, Southern New Hampshire University

Selected Project Highlights

City of Benson, AZ
Compensation Study

Hawkeye Community College, IA
Classification and Compensation Study

Indianola Municipal Utilities, IA
Classification and Compensation Study

Livingston County, MI
Classification and Compensation Study

Livingston County Community Mental Health, MI
Classification and Compensation Study

Navajo Tribal Utility Authority, AZ
Classification and Compensation Study

Rhode Island Housing, RI
Executive Compensation Survey & Analysis

Tampa Housing Authority, FL
Classification and Compensation Study

Town of Richmond, VT
Benefits Analysis

Village of Elburn, IL
Classification and Compensation Study
Performance Review Tool

Work Experience

MGT Impact Solutions, LLC, Project Manager, 2022-present

cove.tool, HR Manager, May 2021-March 2022

Edward Jones, HR Generalist, June 2019-May 2021; Office Manager/Retirement Specialist, February 2016-June 2019



Bill Meni, SHRM-CP, PHR

Independent Contractor

Bill Meni is a seasoned Senior Human Resources Analyst with a robust background in recruitment, retention, employee engagement, and team building. He excels in developing comprehensive HR management systems that support business growth and streamline operations. With extensive experience in classification and compensation analysis, safety and risk management, benefits and payroll administration, and compliance, Bill is adept at enhancing staff management and performance. His commitment to continuous improvement and his proficiency in all HR facets has consistently driven successful outcomes in diverse organizational settings.

Throughout his career, Mr. Meni has established and refined HR processes to ensure efficient and effective operations. He has a proven track record in managing employee relations, conducting compensation studies, and overseeing recruitment processes. His leadership in HR functions has significantly contributed to organizational stability and growth, particularly in educational and regional business environments.

Areas of Expertise

- Recruitment and Talent Acquisition
- Staff Training and Development
- Classification and Compensation Analysis
- Employee Relations and Engagement
- Performance Management
- Team Building and Leadership
- Workplace Safety and Risk Management
- Compensation Studies
- Benefits Administration
- Payroll Management
- Compliance, Claims, and Investigations
- Strategic HR Planning and Execution

Education

- B.S., Business Management, Northern Michigan University

Certifications

- SHRM-CP, Society for Human Resource Management, 2015 (inactive)
- PHR, Human Resource Certification Institute, 2012

Selected Project Highlights

Cajon Valley Union School District
El Cajon, CA
Classification and Compensation Study

Fontana Unified School District
Fontana, CA
Classification and Compensation Study

Tuolumne County, CA
Compensation Study

Yolo County Office of Education
Woodland, CA
Classification and Compensation Study

Work Experience

MGT Impact Solutions, LLC, Independent Contractor, Human Capitol, 2023-Present

Vista Unified School District, Human Resources Analyst Supervisor, 2012-2023

North County Times, Regional Human Resources Generalist, 1995-2012



Brandon W. Ledford, SHRM-SCP, P.M.P., PROSCI, M.P.P.

Senior Vice President & General Manager

Brandon Ledford is responsible for driving the growth and execution of MGT's performance solutions group, which includes project and change management, classification and compensation/salary studies, policy and procedure development, organizational reviews, finance, disparity, DEI, and best practice research. For over 20 years, he has assisted global clients in all industries with human capital, public policy, management consulting, revenue project and change management, strategy, business transformation, data analytics, and strategic communications. Prior to joining the MGT leadership team, he was the Vice President overseeing the Human Resources and Policy and Compliance departments of a global technology company and has been a consultant for both Booz Allen Hamilton and Deloitte. Mr. Ledford also has interned for the U.S. Supreme Court and White House Office of Science and Technology Policy. He holds a Master of Public Policy from George Mason University's School of Public Policy, a Bachelor of Arts from the Pennsylvania State University, is a certified Project Management Professional (PMP), Change Management Professional (Prosci), and a Society of Human Resources Management Senior Certified Professional (SHRM-SCP).

Areas of Expertise

- Human Capital
- Business Transformation
- Project and Change Management
- Public Policy
- Strategic Communications
- Organizational Reviews
- Data Analytics
- Strategic Planning

Education

- M.P.P., Health Policy, Science and Technology Policy, George Mason University, 2011
- B.A., Comparative Literature, Latin, The Pennsylvania State University, 2006
- Innovation and Entrepreneurship Certificate, Stanford University, 2020
- Society of Human Resources Management, Senior Certified Professional (SHRM-SCP), 2021
- Prosci Change Management Certificate, 2020
- Project Management Professional (2013-Present)
- Lean Six Sigma Yellow Belt (2012-Present)

Selected Project Highlights

Antelope Valley College District
Lancaster, CA
Classification and Compensation Study

Beaufort County School District
Beaufort, SC
Needs Assessment

Gogebic County
Bessemer, MI
Classification and Compensation Study

Green River College
Auburn, WA
Classification and Compensation Study

Gwinnett County Public Library
Gwinnett County, GA
Compensation Plan Evaluation Services

Texas Southmost College
Brownsville, TX
Market Surveys and Evaluations

Work Experience

MGT Impact Solutions, LLC, Senior Vice President & General Manager, 2017-Present

Global Convergence, Inc., Vice President, Revenue Performance Management, 2014-2017

Deloitte Consulting, LLP, Consultant, 2012-2014

Booz Allen Hamilton, Senior Consultant, 2011-2012

White House Office of Science and Technology Policy, Internship, President's Council of Advisors on Science and Technology (PCAST), 2010-2011

SCOPE APPROACH, DELIVERABLES. ANTICIPATED TIMEFRAME, AND TECHNOLOGICAL RESOURCES

Strict adherence to a detailed work plan and schedule designed for conducting a quality compensation study with clear reporting dates for each major activity.

Our team's approach to compensation studies is based on the methodologies, models, and tools that we have developed for this specific type of work, coupled with **+50 years** of service to public sector organizations across the country. To successfully conduct a study, it is important to fully understand the environment in which an organization operates and the objectives of the study to provide a complete, forward-thinking compensation program and final report.

MANAGEMENT ISSUES PAPER© SURVEY

As part of MGT's staff engagement and data collection activities, we also conduct a Management Issues Paper© (MIP) survey to gather input from department heads and/or supervisors regarding concerns for positions under their supervision. These concerns may include, but are not limited to, issues of recruitment, retention, salary or pay range concerns, career advancement gaps, outdated position titles, or exemption status concerns. A sample MIP is provided in **Appendix A** of this proposal. Early insights into classification or compensation concerns gathered at the start of the study help the MGT project team to refine our job data and market data collections and to ensure that all aspects of the study are specifically tailored to the areas of most concern to the City to support relevant and practical recommendations and strategies at study completion.

JOB CONTENT QUESTIONNAIRE©

MGT anticipates certain job description information may be outdated and that job incumbents (or their supervisors) may be asked to complete a partial or full Job Content Questionnaire© (JCQ) to ensure the MGT project team has the most up-to-date job data for the study. This information provides a better understanding of a position's job duties and the job's minimum education, experience, and training requirements (including certification and licenses). A sample JCQ is provided in **Appendix B** of this proposal. MGT's JCQ is a standardized instrument that collects detailed data on a position's duties and qualifications and allows for objective analyses of job content across organizations. MGT will provide orientation sessions via Microsoft Teams, Zoom, or a tool preferred by the City, to explain to employees how to complete the questionnaire and the types of data required. Supervisors and department heads will be asked to review the forms completed by employees for completeness and accuracy, making additional comments as necessary. MGT appreciates the fiscal constraints that are common to our public sector clients. As such, we are prepared to facilitate the JCQ process remotely, as appropriate, ensuring an efficient data collection process with minimal interruption to staff and their workday.

Proposed Work Plan

The tasks below represent MGT's proven work plan for Classification and Compensation Studies. The nature of these tasks requires that some be done sequentially, while others may occur simultaneously.

WORK PLAN TASKS	
TASK 1.0:	Conduct Initial Meeting and Finalize Project Details
TASK 2.0:	Implement a Communications Strategy
TASK 3.0:	Review Existing Data and the Current Compensation System
TASK 4.0:	Gather Employee Input and Job Data for Analysis
TASK 5.0:	Identify Recruitment Market(s) and Conduct Market Survey(s)
TASK 6.0:	Evaluate and Benchmark Positions
TASK 7.0:	Update Job Descriptions as Needed
TASK 8.0:	Gather Data and Conduct Benefits Comparisons
TASK 9.0:	Conduct Market Review and Develop Compensation System
TASK 10.0:	Develop Cost Estimates and Implementation Strategies
TASK 11.0:	Prepare and Submit Draft and Final Reports
TASK 12.0:	Conduct Project Management Activities
TASK 13.0:	Provide Post-Study Support

TASK 1.0: CONDUCT INITIAL MEETING AND FINALIZE PROJECT DETAILS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To conduct introductions of the project teams and to establish roles and responsibilities for the project. ▪ To gain a comprehensive and mutual understanding of the project's background, goals, and scope. ▪ To discuss the strengths and limitations of the current system. ▪ To identify specific needs or concerns, strategies, and the level of staff involvement needed for input and data gathering during the study. ▪ To modify, if needed, and agree upon a work plan, timeline, deliverables, and monitoring procedures for the study.	▪ Kick-off meeting. ▪ Data Request Checklist. ▪ Updated work plan and timeline.

Work Activities

1.1 Meet with the designated Project Officer and key client staff members (as appropriate) to accomplish the following:

- Conduct team introductions and establish roles and responsibilities during the study.
- Review the technical approach and work plan to make any necessary modifications.
- Finalize the project schedule.
- Discuss the project's background, strengths and limitations of the current system, and key desired outcomes.

- Identify key stakeholders and degree of involvement and communications.
- Determine how and when to best communicate project activities with the Project Officer, the City's staff, and administration, as appropriate.

1.2 Review the Data Requests Checklist to obtain relevant existing reports and data, including but not limited to:

- Current job descriptions with detailed accounts of primary duties, responsibilities, and minimum requirements, as available.
- Organizational charts detailing position titles and supervisory authorities.
- Current pay plan(s) with position assignments
- Existing related policies that relate to recruitment, retention, position creation or reclassification, position placement, and compensation administration and maintenance.
- Current employee data for calculating implementation cost estimates, such as current position title, department, hire date, position date, and current salary/wage.
- Any previous studies, evaluations, or other reports applicable to this project.

1.3 Provide an updated and finalized work plan, timeline, and deliverables list to the Project Officer.

TASK 2.0: **IMPLEMENT A COMMUNICATIONS STRATEGY**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To establish a communications strategy for key stakeholders to introduce the study and provide information regarding study goals and objectives at the beginning of the process. ▪ To provide supplemental materials to support communications with staff. ▪ To establish a strategy and expectations for communicating project status updates and involvement in key decisions to the Project Officer and other key staff during the study.	▪ Study Announcement template. ▪ Customized Frequently Asked Questions (FAQ) document. ▪ Virtual orientation presentation, if desired. ▪ Communications plan for status updates.

Work Activities

2.1 Identify with the Project Officer the key stakeholder groups for the study and determine their degree of involvement and communication needs. This includes employees at large for announcing the study, and for key stakeholders who may need to be included in project status updates or key decision-making points.

2.2 Establish a communications strategy with the Project Officer regarding communicating the study's goals, objectives, anticipated outcomes, and participation expectations for employees in data collection activities. This may include a Study Announcement template and/or Study FAQ sheet provided to the Project Officer to share with employees, or a virtual or recorded orientation presentation provided by MGT.

2.3 Identify any critical issues and resolve and/or prepare a strategy for addressing critical issues.

2.4 Agree upon, and document, future communication expectations, including periodic update meetings and project status updates with the Project Officer and other key staff,

as well as any additional meetings to present the final report to designated stakeholders.

TASK 3.0: REVIEW EXISTING DATA AND THE CURRENT COMPENSATION SYSTEM

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To obtain and perform a comprehensive review of current data and system documentation. ▪ To review the current job descriptions for employees. ▪ To review related compensation administration policies and the factors currently used in determining pay grade or salary level. ▪ To review the current compensation philosophy documentation, if available, or to discuss compensation goals relative to market standing.	▪ Data cleaning, conversions, and organization, as needed. ▪ Assessment of current data and system documentation. ▪ Development of Study Main File (Excel format).

Work Activities

3.1 Obtain, clean, organize, and evaluate current data and system documentation.

3.2 Review current pay ranges and plan construction, including job placements in the existing system using current job description data, policy information, employee longevity, and other relevant data.

3.3 Request and verify data for each employee, including but not limited to, name, current salary, years of service, rank in the organization, and assigned department. Develop Study Main File to use during the study as a repository for employee information and related market data, analyses, and cost reports.

3.4 Note initial observations and potential issues to be resolved.

TASK 4.0: GATHER EMPLOYEE INPUT AND JOB DATA FOR ANALYSIS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To administer MGT's MIP survey, if desired, to supervisory employees to identify compensation and classification concerns for specific positions. ▪ To administer MGT's JCQ, as needed, to employees to collect job data for analysis. ▪ To review collected survey data and related information.	▪ Administration of MGT online surveys, as appropriate (MIP, JCQ). ▪ Survey status updates. ▪ Analysis of collected input and job data. ▪ MIP Results Summary Report. ▪ JCQ Data Output File copy.

Work Activities

4.1 Determine, in collaboration with the Project Officer, survey needs relative to supervisor input and updated job data collection.

4.2 Work with the Project Officer to modify and administer the **MIP** survey to supervisory employees included in this engagement. The MIP online survey (found in **Appendix A**) serves two major purposes: 1) to offer supervisory employees the opportunity to briefly express their concerns regarding the current compensation and classification system, as well as organizational structure, to the project team; and 2) to identify key areas of

focus to set the analysis and review process in the proper direction. This includes identifying positions that may have outdated job descriptions or position titles, recruitment or retention concerns, exemption status issues, or concerns relative to present pay assignments.

4.3 Work with the Project Officer to identify and administer the **JCQ** to employees included in this engagement, as needed, to conduct job audits. The JCQ online survey (found in **Appendix B**) is used to capture specific job data on factors such as primary duties, education requirements, experience requirements, financial authority, job complexity, decision-making authority, specific knowledge, skills, and abilities, physical demands, and work environment (i.e., FLSA and Americans with Disabilities Act [ADA] requirements). The JCQ may be administered via online survey, interviews, and/or focus groups. The JCQ may be utilized to gather partial or full job data from employees, or to provide supervisors the opportunity to provide job data on positions under their authority in cases where there are no incumbents or there are minimal differences between the updates and current job descriptions. MGT tailors the use of the JCQ process to gather any necessary data for study analyses while minimizing interruptions to employees' daily work routines.

4.4 Provide regular status updates on survey progress to the Project Officer.

4.5 Review the MIP surveys completed by administrators, managers, and supervisors to identify concerns regarding position levels and descriptions, organizational structure, and other issues as needed. Develop and provide a summary report of MIP data collected to the Project Officer.

4.6 Review the results from the JCQ data collection and conduct data cleaning as needed to prepare data for analyses. Prepare and share a copy of the JCQ Data Output file with the Project Officer.

TASK 5.0: IDENTIFY RECRUITMENT MARKET(S) AND CONDUCT MARKET SURVEY(S)

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To identify the appropriate market data sources and recruitment market(s) for positions included in the study. ▪ To determine appropriate public and/or private organizations to use for benchmark comparisons. ▪ To select sample benchmark positions that meet the approval of the Project Officer and are appropriate to use in conducting a market survey. ▪ To administer MGT's Custom Market Survey to gather market data for comparisons.	▪ Market data source(s) identified. ▪ Recruitment market(s) identified. ▪ Creation and administration of market survey(s). ▪ Survey status updates. ▪ Review of survey results.

Work Activities

5.1 Identify appropriate data sources and recruitment markets for benchmarking positions. Data sources may include:

- Data gathered through MGT's Custom Market Survey from comparable organizations for a sample (50%) of the City's positions to be compared to this source.
- Salary.com CompAnalyst's employer-reported market data, updated monthly, which is designed to support unique situations, such as hybrid positions. CompAnalyst data can be controlled for geographic area, industry, and/or organizational full time

equivalent (FTE) or budget size. All the City's positions included in the scope of this study will be benchmarked to this data source. This data source is also utilized to address gaps in peer data responses from the Custom Market Survey and to provide additional data verification for gathered market survey data.

- Additional market survey data provided by the City. (See Work Plan Assumptions.)

5.2 Work with the Project Officer to identify appropriate public and/or private organizations that offer comparable employment opportunities to use for benchmark comparisons. Market levels may include City-recommended local jurisdictions at the state, county, town, or other locality level. Additional regional and national benchmarks may be included for more uniquely competitive positions, such as senior leadership/executive roles. The Market Survey will include up to eight comparison agencies including the City for comparisons. Consideration will be given to the following criteria:

- **Geographic Area (Location)**. The geographical scope of the labor market survey (i.e., local, statewide, regional, or national areas).
- **Service Structure.** Organizations with comparable jobs and similar organizational structure and economic characteristics.
- **Size.** Comparability of organizational size (measured through number of management and non-management positions, budget, population served, etc.).

5.3 Review and select an appropriate sample of the City's positions (up to 50% of those included in the study's scope, as appropriate) to benchmark to the data collected through MGT's Custom Market Survey. The sample benchmarks selected for the market survey should be based on the following criteria:

- Be reasonably well-known and concisely described.
- Have a clear and identifiable relationship with other positions in their occupational group to ensure they will serve as a good reference point in relating and establishing salaries for other positions within their job category.
- Be representative of the various functional areas, job categories, and pay levels.
- Be directly affected by the selected comparable organizations relative to recruitment and retention challenges (i.e., identified as hard-to-recruit or highly competitive positions).

5.4 Prepare and administer MGT's Custom Market Survey. Includes providing survey status updates to the Project Officer and conducting online research and outreach to non-responsive organizations. Includes the collection of pay, supplemental pay, benefits, and policy data for analysis.

5.5 Compile and analyze Custom Markey Survey data.

TASK 6.0: **EVALUATE AND BENCHMARK POSITIONS**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To evaluate all positions relative to current job duties and qualifications to determine appropriate job titles, FLSA statuses, and benchmarks for market comparisons.	▪ Identified benchmarks, as available and appropriate. ▪ Job title recommendations. ▪ FLSA status recommendations.

Work Activities

6.1 Evaluate collected job data for each position in the determination of the following:

- Current primary job duties, minimum qualifications, job scope and responsibilities, level of authority, specializations, work environment, and physical requirements.
- Job title/classification updates, as needed, to ensure accurate and industry-standard job titles recognizable to job candidates and reflective of the position's function in the organization.
- FLSA exemption status recommendations.
- Selection of appropriate benchmarks for conducting market comparisons and assessing the competitiveness of the existing pay ranges.

6.2 Review and discuss the draft recommendations regarding position titles and FLSA statuses with the Project Officer.

6.3 Share and discuss the selected benchmarks with the Project Officer, addressing any questions or outliers, and making any remaining benchmark modifications.

TASK 7.0: **UPDATE JOB DESCRIPTIONS AS NEEDED**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To review and update job descriptions, as needed, in an agreed upon format.	▪ A set of updated job descriptions.

Work Activities

7.1 Review and develop an updated draft job description format to uniformly reflect the distinguishing characteristics. All job descriptions will be updated in Microsoft Word format.

7.2 Evaluate collected job data for each position to determine each position's current primary job duties, minimum qualifications, job scope and responsibilities, level of authority, knowledge, skills, abilities, specializations, equipment used, and ADA characteristics of the position (i.e., physical, environmental, and sensory). Also include verification of the Equal Employment Opportunity (EEO) designation. Provide recommended updates and/or revisions.

7.3 Update job descriptions and submit copies to the Project Officer. Job descriptions will be provided as two sets: one set that includes proofreading marks denoting changes, and a clean set with all changes accepted and that are ready for use.

TASK 8.0: **GATHER DATA AND CONDUCT BENEFITS COMPARISONS**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To obtain current benefits information and review current state. ▪ To conduct a market survey data collection of benefits information from comparable peer/competitor organizations. ▪ To conduct benefits comparisons to the City's benefits. ▪ To summarize data findings and provide recommendations for enhancing current benefit offerings.	▪ Review of current benefits. ▪ Peer benefits data collection. ▪ Benefits comparisons. ▪ Benefits recommendations.

Work Activities:

8.1 Gather current benefits data from the City for review and to clarify any questions about the data with the Project Officer.

8.2 Identify, in collaboration with the Project Officer, comparable peer/competitor organizations to include in the Custom Market Survey and gather contact information.

8.3 Prepare and administer the Custom Market Survey to gather benefits information, including conducting online market research and outreach to non-responsive organizations. Includes the data collection of retirement plans, paid time off, and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits.

8.4 Provide survey status updates to the Project Officer.

8.5 Clean and summarize the benefits data collected and conduct data comparisons.

8.6 Develop and share recommendations with the Project Officer.

8.7 Prepare a draft benefits review report chapter detailing the process, findings, and recommendations from the review.

TASK 9.0: CONDUCT MARKET REVIEW AND DEVELOP COMPENSATION SYSTEM

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To conduct a market review of benchmark data in relation to the existing system to determine appropriate adjustments. ▪ To conduct pay plan modeling to make necessary adjustments to the compensation system to reflect the market and the City's compensation goals. ▪ To determine appropriate plan/grade assignments for positions.	▪ Market review. ▪ Updated compensation plan. ▪ Position assignments.

Work Activities

9.1 Review and compare the selected benchmark data for the given positions against the current pay plan to determine appropriate plan adjustments.

9.2 Confirm with the Project Officer and other appropriate staff the desired characteristics of the City's updated compensation and classification system.

9.3 Develop draft pay plan models for the City's consideration. The draft will include details regarding market point placement and the distance between grades and within the ranges between minimum and maximum salaries. The draft will provide steps for transitioning employees from their current positions and/or pay plan(s) to the proposed system. MGT will provide an updated plan that:

- Reflects the City's mission, goals, and strategic plan.
- Reflects the identified competitive recruitment markets.
- Is flexible to manage and update for ongoing maintenance and administration.
- Contributes to the overall efficiency and effectiveness of operations.
- Provides guidance for moving employees into the new structure(s).

9.4 Assign positions to the pay plan model and review position placements and hierarchies with the Project Officer and finalize. Includes consideration of employee longevity in

placements within the ranges. Includes adjustments to address internal equity and compression.

TASK 10.0: DEVELOP COST ESTIMATES AND IMPLEMENTATION STRATEGIES

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To provide cost projections, phase-in options, and best practice guidance for implementing the proposed updates. ▪ To provide key staff any remaining training on study files and components. ▪ To assist in communicating the results of the classification and compensation study to key stakeholders.	▪ Cost projections. ▪ Phase-in options. ▪ Implementation guidance. ▪ HR staff training on files. ▪ Communication of study results.

Work Activities

10.1 Integrate employee and position data into compensation and implementation reports.

10.2 Identify the financial impact of the revised compensation system, including phase-in options.

10.3 Review the draft compensation system and financial impact with the Project Officer and other appropriate staff.

10.4 Review study results with the Project Officer and other key staff, as directed, to identify and determine options for migrating the City from its current system to the recommended system.

10.5 Provide HR staff with any remaining and needed training on the updated system and study files to support implementation.

10.6 Communicate study results to the City's designated leadership, including staff and administration, as desired. This may include a Study Results Summary handout and/or a Final Presentation, if desired.

TASK 11.0: PREPARE AND SUBMIT DRAFT AND FINAL REPORTS

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To provide a copy of the final Study Main File for the City's records and use. ▪ To develop and provide draft and final reports containing a detailed narrative about the study's methodology, results, implementation strategies, guidelines for maintenance, and implementation costs.	▪ Finalized Study Main File (Excel format). ▪ Draft report. ▪ Final reports.

Work Activities

11.1 Provide a finalized copy of the Study Main File to the Project Officer. The Study Main File is provided in Excel format and includes all employee information, market data, and cost reports generated as part of the study.

11.2 Develop and provide a Draft Report to the Project Officer for review and feedback.

11.3 Complete revisions, if any and as appropriate, and prepare and provide the Final Reports. Specifically, the final report will include the following:

- Executive summary.

- Overview of the study's purpose and background.
- Preliminary profile of the current state of the compensation system.
- Detailed narrative regarding the study's methodology, processes, and data selection.
- Identification of the organizations surveyed and the selected benchmarks.
- Recommendations for classification system updates, including job titles and FLSA statuses.
- Detailed description of the creation and characteristics of the proposed system.
- Tables reflecting proposed pay plan(s) and the recommended pay ranges and salaries for each position.
- Cost projections to implement the recommendations, including phase-in options.
- Identification of outliers (i.e., employees falling above or below current proposed minimum and maximum salaries).
- Guidelines for initial implementation and ongoing system maintenance and administration. Includes best practices on promotions, transfers, job analyses, and other compensation practices and policies.

TASK 12.0: **CONDUCT PROJECT MANAGEMENT ACTIVITIES**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To provide regular updates and engagement with the Project Officer and key stakeholders on study progress. ▪ To identify and address any critical issues to ensure project success. ▪ To provide oversight and management of the project team on key project activities and deliverables. ▪ To ensure the project complies with the project's scope, deliverables, and timeline.	▪ Project status updates. ▪ Project team management. ▪ Risk management. ▪ Project monitoring and control activities.

Work Activities

12.1 Provide project status updates and maintain in regular contact with the Project Officer to ensure all components of the study maintain alignment with the City's goals and expectations for the study.

12.2 Identify and address any critical issues during the study and keep the Project Officer apprised of any concerns requiring their input or key decisions.

12.3 Maintain contact with identified stakeholder groups, as appropriate.

12.4 Provide project team management and conduct project monitoring and control activities to ensure the project remains in compliance with the project's determined scope, work plan, deliverables, and timeline.

TASK 13.0: **PROVIDE POST-STUDY SUPPORT**

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To provide post-study consultation to address any questions regarding the study's components and recommendations. ▪ To provide guidance on the implementation of study recommendations.	▪ On-call consultation for three months post-study up to 20 hours. (MGT maintains ongoing

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To provide refresher training to HR staff on the study's files. ▪ To provide support in the review of any reconsiderations.	relationships with all clients.)

Work Activities

13.1 Provide consultation to HR on the maintenance and administration of the system.

13.2 Follow up with the City's key staff to address any questions related to system implementation.

13.3 Provide refresher training to HR staff on the study's files, which includes file content orientation and guidance on formula calculations.

13.4 Provide support, as needed, in the review of employee reconsiderations regarding the study's recommendations, including job title, FLSA status, or grade recommendations.

Work Plan Assumptions

Providing assumptions helps the entire team (client and consultant) fully understand each other's expectations for the project. The following outlines our work plan assumptions:

1) The City will designate a Project Officer for this project in concert with (or prior to) project kick-off. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the City, key stakeholders, and MGT.
2) All phases of the project will involve input from the City's key identified stakeholders, including the Project Officer. MGT views our studies as a partnership and we value the critical insights provided by the Project Officer and key stakeholders, which ensure project outcomes reflect the mission, vision, and goals of the City.
3) MGT will work with the City to find the appropriate balance between onsite and virtual work. MGT can and has successfully performed all tasks virtually.
4) MGT will request employee/position data in a standard database format (Excel). The City will need to provide a usable database within a reasonable amount of time (e.g., two weeks) to meet the agreed upon study schedule. The initial work conducted by MGT's team will be dependent on receiving the requested information in this database request. MGT will provide immediate notification if the database does not meet specifications. All employee-specific data (e.g., employee names, titles, hire dates, position dates, salaries, etc.) provided by the City will be considered accurate and valid.
5) If the City prefers that MGT utilize additional sources of salary data (e.g., a subscriber service, or regional salary survey), the City will facilitate MGT's access and bear any associated costs.
6) MGT will be available to the City for up to 20 hours of ongoing support consultation following the completion of the project. The Ongoing Support Task is invoiced in full at the start of the ongoing support period beginning on the submission date of the study's final report. MGT's Project Director or Project Lead will provide updates to the City's Project Officer regarding hours or time remaining in this task during the effective period. Ongoing support includes:
   - Consultation to HR on the maintenance and administration of the system.
   - Addressing questions related to system implementation.

- Refresher training to HR staff on the study's files, which includes file content orientation and guidance on formula calculations (i.e., pay plan development calculations, implementation cost calculations). Training will relate specifically to the study's methodology and formulas used and will not include training staff on specific professional development software skills, such as Microsoft Excel.

The Ongoing Support Task does not include the evaluation of new positions or post-study position changes. The market evaluation and grade placement of new or changed positions since the study may be conducted as Add-On Services, as well as FLSA checks and job description creation or updates. MGT offers these Add-On Services at an affordable fixed rate for all our clients to support the ongoing maintenance of their compensation systems.

The entire classification and compensation study process is transparent, and all data collection instruments, methodology, and final outcomes will be documented in the Final Report in detail. All files are provided to the City in Excel, PDF, or Word formats for maximum implementation efficiency and periodic updating. MGT also utilizes data visualization tools, including Tableau and Bento, data visualization tools designed to help leaders easily understand and communicate data findings to support informed decision-making.

Timeline

Based on MGT's experience conducting similar studies and the RFP requirements, we anticipate the proposed project can be completed within 4 months of project initiation as illustrated in Exhibit 2. Proposed Schedule MGT proposes to complete the study by August 6, 2025.

Exhibit 2. Proposed Schedule

WORK PLAN TASKS	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1.0 Conduct Initial Meeting and Finalize Project Details	■	■														
2.0 Implement a Communications Strategy	■	■	■	■												
3.0 Review Existing Data and the Current Compensation System		■	■	■	■	■										
4.0 Gather Employee Input and Job Data for Analysis				■	■	■	■	■								
5.0 Identify Recruitment Market(s) and Conduct Market Survey(s)			■	■	■	■	■	■	■							
6.0 Evaluate and Benchmark Positions				■	■	■	■	■	■	■						
7.0 Update Job Descriptions as Needed							■	■	■	■	■	■	■	■	■	■
8.0 Gather Data and Conduct Benefits Comparisons				■	■	■	■	■	■	■	■	■				
9.0 Conduct Market Review and Develop Compensation System									■	■	■	■	■			
10.0 Develop Cost Estimates and Implementation Strategies											■	■	■	■	■	
11.0 Prepare and Submit Draft and Final Reports												■	■	■	■	■
12.0 Conduct Project Management Activities	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

WORK PLAN TASKS	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
13.0 Provide Post-Study Support																→

Sample Reports

Provided in the following pages are sample reports MGT has provided to two recent clients.

MGT CONSULTING

CLASSIFICATION AND COMPENSATION STUDY

FINAL REPORT

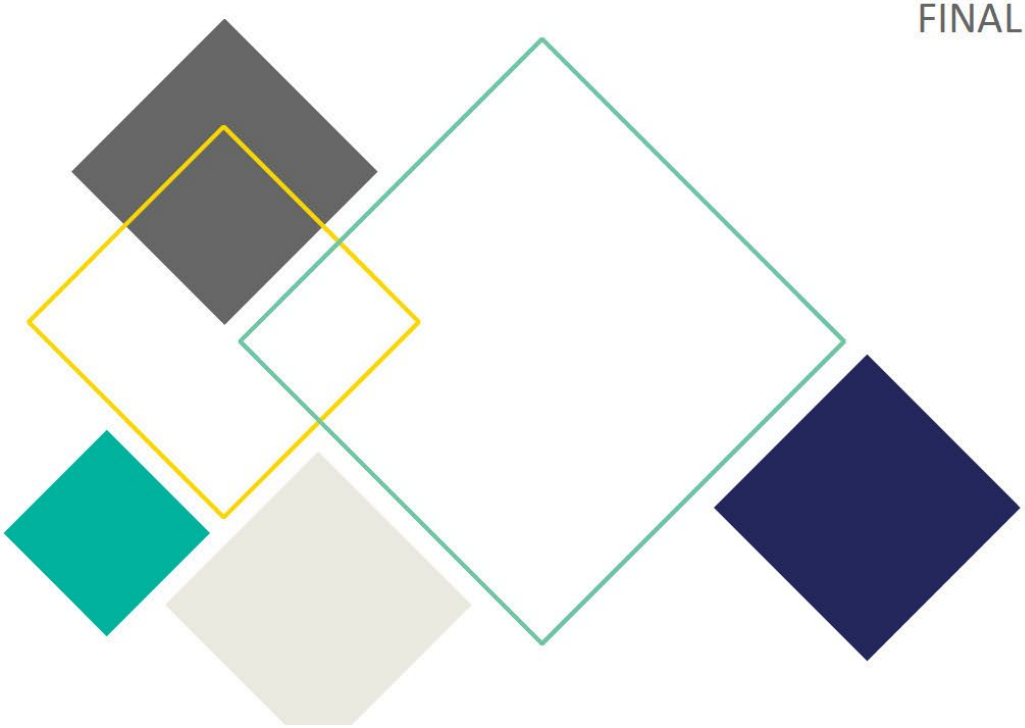


Table of Contents

SECTION 1. BACKGROUND & APPROACH 1

SECTION 2. FINDINGS & RECOMMENDATIONS.....7

SECTION 3. ADMINISTRATION BEST PRACTICES.....11

Appendices

Appendix A: Market Salary Survey Copy
Appendix B: Market Salary Survey Results
Appendix C: FLSA Status Reviews
Appendix D: Current Pay Plan and Position Assignments
Appendix E: Selected Benchmarks
Appendix F: Proposed Pay Plan
Appendix G: Grade Order Report
Appendix H: Outliers Report - REDACTED
Appendix I: Implementation Report - REDACTED
Appendix J: Implementation Strategy Report - REDACTED

SECTION 1. BACKGROUND & APPROACH

REDACTED contracted with MGT Consulting (MGT) in REDACTED 2023 to conduct a Classification and Compensation Study. The overall objective of the study was to strengthen the City's compensation system to ensure that the system is accurate, equitable, and market competitive. The recommendations provided in this report will help support the City in its goal to compensate employees fairly and at market competitive rates to continue to recruit and retain the quality talent.

Project Initiation & Approach

Upon agreement to proceed, MGT held a project kick-off call on REDACTED, 2023, with REDACTED Project Officer to discuss the study's objectives, timeline, and strengths and weaknesses of the current system. This discussion was preceded by the completion of another study conducted by MGT regarding current City human resources policies and practices and helped reaffirm MGT's understanding of Stonecrest's priorities for the Classification and Compensation Study. MGT maintained frequent contact with REDACTED Project Officer throughout the course of the study to ensure the activities of the study met the City's needs and goals for the compensation review.

Below summarizes MGT's approach for the Classification and Compensation Study that was executed to address the specific issues, concerns, and objectives of REDACTED.

Task 1: Conduct Initial Meeting(s) and Finalize Project Work Plan

- Review of the technical approach and strategies to be employed, to establish a mutually agreed upon project work plan, schedule, and team responsibilities, and to begin data collection.

Task 2: Review Current System and Gather Job Data

- Gather and evaluate employee job data for analysis. This task included the review of collected data to prepare for benchmarking and developing recommendations.

Task 3: Identify Relevant Recruitment Market(s), Conduct Market Survey, and Benchmark Positions

- Identify market data sources and verify the appropriate recruitment markets and competitor/comparable organizations for surveying, benchmarking, and market comparisons.

Task 4: Revise and Prepare Job Descriptions

- Review job descriptions and job data collected from REDACTED to ensure positions are accurately classified and to update job descriptions as needed.

Task 5: Develop Compensation System and Submit Report

- Provide the City with a competitive compensation system and a study report, detailing the study's methodology, market sources, recommendations, cost estimates, implementation strategies, and best practices for ongoing maintenance and administration.

Task 6: Develop Implementation Strategies

- Provide guidance and cost projections relative to the compensation system recommendations and policy for implementation and with phase-in options

The remainder of this report provides a summary of MGT's methodology for conducting a market analysis for all included positions, information on the proposed compensation plan with a summary of the total cost to implement the model, and a final section detailing best practice guidelines for administering and maintaining the system to support future pay plan management decisions.

Job Data Collection

MGT received updated job data collected internally by REDACTED for analysis. REDACTED supervisors reviewed the City's current job descriptions and provided updates to position duties and qualifications for MGT's review. The data was used to determine the primary duties of each position, the required minimum education, experience, skills, and training for each position, and to compare jobs to identified comparable markets. This job information was also used for reviewing classifications for title or FLSA updates, and for updating the City's job descriptions to a consistent style and format and to reflect best practices relative to content. A total of 73 positions were reviewed for this study.

Market Sources and Comparison Process

One of the key components of a salary study is the market review. Relevant comparison organizations and recruitment markets were identified for retrieving market data and for benchmarking classifications. The market data sources analyzed in this study are shown in **Exhibit 1-1**.

EXHIBIT 1-1: MARKET DATA SALARY SOURCES AND RECRUITMENT AREAS

MGT CONSULTING	**MGT Custom Market Salary Survey, March-April 2023** In collaboration with REDACTED, MGT identified peer/competitor organizations to survey to collect salary and information for comparisons through MGT's Custom Market Survey. A copy of the Custom Market Survey is provided in **Appendix A,** and a copy of the Custom Market Survey Results is provided in **Appendix B.**
	REDACTED •
salary.com CompAnalyst®	**Salary.com CompAnalyst Online Database, March-April 2023** The following recruitment areas were reviewed for benchmarking classifications: • REDACTED Within these recruitment markets, the following scopes were used during analysis: • REDACTED MGT's partnership with Salary.com provides MGT with access to employer-reported salary data that is updated monthly for numerous industries. Annual average salaries were referenced for the market review. REDACTED

Sources: MGT Market Survey, REDACTED

MGT Custom Market Salary Survey Process

MGT conducted a Market Salary Survey of peer organizations as a data source for benchmarking and comparisons. Salary data was gathered for the following organizations through MGT's Market Salary Survey and online research:

1. REDACTED

*Peers marked with * were unresponsive and/or data was unavailable.*

Peer organizations were invited to participate in MGT's online Market Salary Survey on REDACTED, 2023. The survey queried the comparison organizations for specific details of their positions to REDACTED positions, including match titles and descriptions, incumbent headcount and years in the position, current salary, and pay range details regarding minimum, midpoint, and maximum salaries. The Market Salary Survey included a market assessment of REDACTED positions relative to base salary. The survey and scope of the study did not include benefits comparisons as part of compensation comparisons.

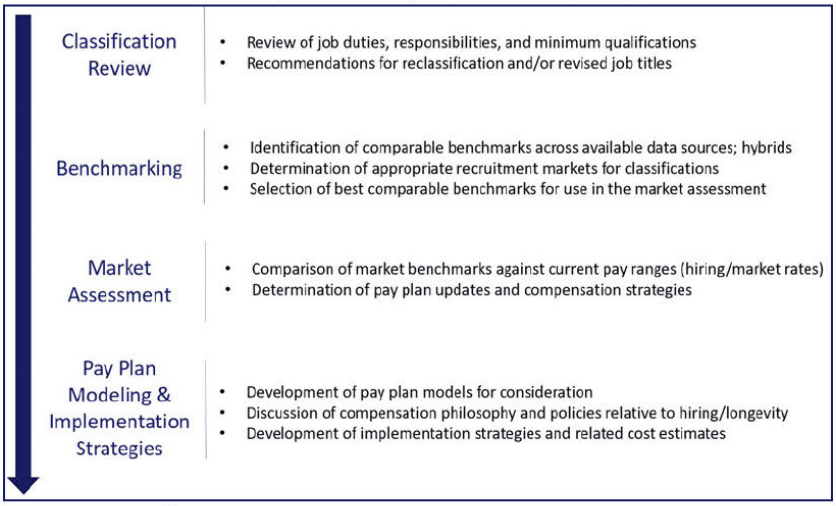
Several e-mail reminders and follow-up calls were made to peer organizations to encourage participation. The survey was closed on April 4th. A copy of the survey tool used in this data collection is included in **Appendix A,** and a copy of the Market Salary Survey results is provided in **Appendix B.**

Position Review and Comparison Process

MGT reviewed all REDACTED positions relative to their job duties, qualifications, and responsibilities to determine appropriate benchmark comparisons. Generally, market benchmarks in classification and compensation studies reflect the overall market annual average salary of incumbents in a classification. Dependent on market data availability, other market salaries may also be referenced, including the market range minimum, midpoint, and maximum salary rates, to determine appropriate placement in an organization's pay plan. Through a detailed compilation and comprehensive review of the determined competitive markets, one can establish a general guide to assess market conditions. In reviewing Stonecrest's positions, a considerable amount of data was generated to select appropriate competitive markets and position benchmarks to conduct comparisons and provide recommendations for adjustments.

Exhibit 1-2 provides an overview of MGT's process for assessing the City's positions, assessing market competitiveness, and developing pay plan recommendations.

EXHIBIT 1-2: OVERVIEW OF REVIEW PROCESSES



Source: MGT Consulting, 2023.

MGT conducted an extensive review of the City's positions relative to their job duties, qualifications, and responsibilities to determine any recommended position title updates or reclassifications. Following review, the following positions were identified for recommended title adjustments to improve accuracy and reflect industry standards.

Current Job Title	Proposed Job Title
Audio/Video Technician	Multimedia Specialist
Community Development Director	Division Director of Community Development
Custodian Worker	Custodian
Director of Communications and Technology	Public Information Officer
IT Manager	Director of Information Technology
Lead Coordinator	Recreation Program Coordinator
Operations Manager	Parks Operations Manager
Facilities Coordinator	Facility Operations Manager
Program Manager	Recreation Program Manager
Seasonal Pool Coordinator	Pool Coordinator (Seasonal/Temporary)

Positions were also reviewed relative to FLSA status to recommend appropriate exemption statuses. A listing of recommended FLSA statuses for REDACTED positions is provided in **Appendix C.**

A database of all benchmark data reviewed during the study were provided to the Project Officer for reference and to support implementation and future maintenance and administration. **Appendix E** provides a summary of the selected market sources and benchmarks used in the final market assessment and development of the recommendations in this report.

A summary of the data findings and recommendations is provided in **Section 2** of this report.

SECTION 2. FINDINGS & RECOMMENDATIONS

This report section includes an overview of REDACTED current pay ranges and recommendations for updating the City's pay plan and position assignments to ensure accuracy, equity, and competitiveness.

A copy of REDACTED current pay plan with position assignments is provided in **Appendix D. Exhibit 2-1** shows an overview of the City's current pay plan, which includes 12 pay ranges with 18 percent spread between each pay grade.

- The current minimum wage of the plan is $9.53 ($19,823 annually).
- The percentage spread between the minimum and midpoint of each range is 33 percent.
- The percentage spread between the midpoint and maximum of each range is 20 percent.
- The total percentage spread between the minimum and maximum of each range is 53 percent.

EXHIBIT 2-1: REDACTED CURRENT PAY PLAN

Grade	Min	25%	Mid	75%	Max

Sources: REDACTED 2023.

The current pay plan maintains consistent percentage spreads within the ranges and between pay grades, which supports ease of administration and maintenance of the plan. The 18 percent spread between grades is larger than what is common practice (5-10% most common). This greater spread between grades and the low number of pay grades decreases the pay plan's utility in providing specificity in assigning positions to pay ranges that most closely reflect their competitive markets. A 12-grade pay plan would also be considered small for a growing city with REDACTED position classifications and an annual revenue of $REDACTED. The percentage spread from minimum to maximum is slightly higher than common practice, which is often between 40-50 percent depending on an organization's extent of employee longevity and longevity rewards practices.

REDACTED pay plan was assessed for market competitiveness by using the benchmarks' market salaries from this study's review to determine if the pay plan's structure was adequate to accommodate any needed adjustments of positions to new grade assignments, and that the pay ranges were still able to provide adequate room for salary progression in the ranges. As a result of this assessment, MGT developed an updated pay plan for the City to adjust positions appropriately to their respective markets,

allow room for career advancement, correct and avoid salary compression, and strengthen the City's market competitiveness (see **Appendix F** for the proposed pay plan).

Exhibit 2-2 shows the proposed pay plan from this market assessment. The market point for each pay range represents the average market salary rate for the positions assigned to the pay range except for classifications that were identified as highly competitive or difficult to recruit, in which case the minimum salary is representative of the market rate. The pay plan includes 30 pay ranges with 6.4 percent spread between each pay grade.

- The proposed minimum wage of the plan is $13.64 ($28,380 annually).
- The percentage spread between the minimum and market point of each range is 12 percent.
- The percentage spread between the market point and maximum of each range is 32 percent.
- The total percentage spread between the minimum and maximum of each range is 44 percent.

EXHIBIT 2-2: PROPOSED PAY PLAN

Grade	Minimum	Marketpoint	Maximum
1	$ 28,380.00	$ 32,250.00	$ 42,570.00
2	$ 30,190.16	$ 34,307.00	$ 45,285.24
3	$ 32,115.60	$ 36,495.00	$ 48,173.40
4	$ 34,163.36	$ 38,822.00	$ 51,245.04
5	$ 36,342.24	$ 41,298.00	$ 54,513.36
6	$ 38,660.16	$ 43,932.00	$ 57,990.24
7	$ 41,125.92	$ 46,734.00	$ 61,688.88
8	$ 43,748.32	$ 49,714.00	$ 65,622.48
9	$ 46,537.92	$ 52,884.00	$ 69,806.88
10	$ 49,505.28	$ 56,256.00	$ 74,257.92
11	$ 52,662.72	$ 59,844.00	$ 78,994.08
12	$ 56,020.80	$ 63,660.00	$ 84,031.20
13	$ 59,593.60	$ 67,720.00	$ 89,390.40
14	$ 63,394.32	$ 72,039.00	$ 95,091.48
15	$ 67,437.04	$ 76,633.00	$ 101,155.56
16	$ 71,737.60	$ 81,520.00	$ 107,606.40
17	$ 76,312.72	$ 86,719.00	$ 114,469.08
18	$ 81,179.12	$ 92,249.00	$ 121,768.68
19	$ 86,356.16	$ 98,132.00	$ 129,534.24
20	$ 91,863.20	$ 104,390.00	$ 137,794.80
21	$ 97,721.36	$ 111,047.00	$ 146,582.04
22	$ 103,953.52	$ 118,129.00	$ 155,930.28
23	$ 110,582.56	$ 125,662.00	$ 165,873.84
24	$ 117,634.88	$ 133,676.00	$ 176,452.32
25	$ 125,136.88	$ 142,201.00	$ 187,705.32
26	$ 133,116.72	$ 151,269.00	$ 199,675.08
27	$ 141,606.08	$ 160,916.00	$ 212,409.12
28	$ 150,636.64	$ 171,178.00	$ 225,954.96
29	$ 160,242.72	$ 182,094.00	$ 240,364.08
30	$ 170,456.17	$ 193,700.19	$ 255,684.25

*Sources: MGT Consulting, 2023. Also see **Appendix F**.*

Positions were assigned to pay grades per their market benchmarks (see **Appendix G**) and were reviewed and adjusted relative to recruiting needs, job family hierarchies, and supervisory lines as

necessary. Positions assigned to pay ranges that have a market point within -10/+10 percent of the market average are considered market competitive per best practices. To determine proposed base salaries for current employees, each employee's years of service in their current position were used to identify the appropriate increment along their position's assigned pay range. Current employee longevity across the organization was taken into consideration to determine the number of appropriate increments, in which 15 years was selected to divide the earning potential between each grade's minimum and maximum salaries. Each employee was assigned a proposed base salary according to this incremental amount or was determined to remain at their present salary without adjustment if the current salary exceeded the incremental amount, whichever was higher. It is recommended that employee salaries be either maintained at their current level or adjusted upward according to the proposed pay plan and policy recommendations provided in this report, and that no employee salaries be reduced.

Exhibit 2-3 summarizes the estimated fiscal impact of the proposed pay system. **The total estimated fiscal cost of the proposed recommendations for 100% of the market implementation is $88,751.30.**

EXHIBIT 2-3: TOTAL ADJUSTMENT COST ESTIMATES

Current Payroll	Adjustment to Minimum	Remaining Adjustment Cost	Total Adjustment Cost	Resulting Percent Increase to Payroll	Proposed Payroll
$ REDACTED	$ REDACTED	$ REDACTED	$ REDACTED	%	$ REDACTED

Source: MGT Consulting, 2023.

The Adjustment to Minimum cost shown in the Exhibit represents the cost of adjusting any employee's salary that is currently below the proposed minimum up to the minimum of their proposed pay grade. This represents the first adjustment cost. The Remaining Adjustment Cost shown in the Exhibit represents the costs that remain after any adjustment to minimum is made for moving employees to their proposed base salaries. The Total Adjustment Cost represents these two adjustments combined and is the total cost for adjusting an employee to their proposed base salary.

MGT encourages the expeditious implementation of the proposed pay plan recommendations proposed in this report as the recommendations are based on the most current competitive market data available. MGT recommends that the following phase-in priorities be established:

1. All employees below the minimum salary of their recommended assigned pay grade should be adjusted to the minimum salary as soon as possible (within 1-year as best practice).

2. A proportion of the remaining adjustment costs should be applied during the first year of implementation to avoid compression (15-25%).

3. All remaining adjustments should be completed based upon a set implementation schedule (and as budget allows) to avoid compression, maintain internal equity, and ensure classifications stay competitive with the market.

The estimates provided are based on the latest employee information provided to MGT by REDACTED (REDACTED 2023). Any employee data changes occurring after this date should be accounted for in the implementation plan prior to taking effect.

In the appendices of this report, MGT has provided several study reports that will assist the City with implementing the proposed pay plan recommendations. These reports are as follows:

Grade Order List Report - Appendix G indicates the pay grade to which each job would be assigned under the proposed plan, and the minimum, midpoint, and maximum pay for each grade.

Outliers Report - Appendix H contains a list of employees who have a current salary that is below the minimum of their assigned pay grade and the cost estimates for adjustment to minimum. REDACTED

Implementation Report - Appendix I identifies the total fiscal impact of the recommendations by employee. REDACTED

Implementation Strategy Report – Appendix J provides implementation cost breakouts for 1-year and 2-year implementation strategies. REDACTED

SECTION 3. ADMINISTRATION BEST PRACTICES

Pay plans must provide for employee advancement through salary increases. Regardless of an organization's philosophy concerning advancement opportunities by way of promotions afforded to employees, it is essential that movements in the economy — and, more specifically, the labor market in which the organization competes — are addressed through salary increases and that career ladders are developed (i.e., the progression from entry-level positions to higher levels of pay, skill, responsibility, and/or authority). Salary administration procedures should be based upon organization funding levels and philosophies of pay. Although MGT cannot dictate a philosophy, it is recommended that a balance be achieved between compensation of individual employees and potential compensation to encourage recruitment and retention.

Compensation systems should be adjusted regularly based on the Consumer Price Index (CPI) and appropriate market data sources to maintain market competitiveness and adjust for inflation. Pay plan maintenance and related salary adjustments should be guided by market changes and be applied consistently throughout the compensation system, adjusting all salary ranges.

MGT recommends REDACTED

Minimum Wage Adjustments

Presently, the federal minimum wage is $7.25/hour, effective July 24th, 2009, for covered non-exempt employees under the Fair Labor Standards Act (FLSA). The Raise the Wage Act, first introduced in Congress in 2017, and again in 2019 and 2021, are the latest efforts on the federal level for increasing the federal minimum wage. The latest 2021 bill, introduced in January 2021, proposed to gradually increase the federal minimum wage from $7.25/hour to $15/hour, effective January 1st, 2025, as shown in **Exhibit 3-1**.

EXHIBIT 3-1: RAISE THE WAGE ACT, ANNUAL MINIMUM WAGE INCREASES



Source: H.R.582 - Raise the Wage Act, U.S. Congress website.

The multi-year gradual adjustments as part of the Act provides REDACTED

REDACTED

Initial Assignments
REDACTED

- REDACTED

New Hires and Hiring at or Above Minimum Rate
Best practices recommend REDACTED

In addition to the candidate's qualifications and competitiveness of the recruitment market, other factors that should be considered relative to determining an appropriate starting salary include comparable internal salaries and/or positions (internal equity), the turnover history of the classification, and the salary expectations of the potential employee. Salary assignments should REDACTED

Salary Advancement

Salary advancement within a pay grade is commonly based upon longevity and/or merit. Merit pay rewards an employee's performance while longevity pay can reward an employee's length of service. A merit policy and related salary advancement is determined by annual performance evaluations. If an employee achieves a "satisfactory" or higher rating, the employee should REDACTED

Promotion

A promotion is defined as an assignment to a higher-level position with increased responsibilities and job duties for which the candidate is qualified. All job vacancies should be posted according to approved policies and procedures, and the most qualified candidates should be selected. Promotions may REDACTED

Demotion

A demotion is the assignment of an employee to a position in a lower classification, with a lower maximum salary, than the classification from which the employee was previously assigned. Demotion is normally due to the removal of higher-level duties and responsibilities, organizational restructuring, or the inability of the employee to assume or perform duties of the position. A supervisor may recommend the demotion of an employee. Approval to demote an employee should be dictated by personnel rules, and the recommendation for a demotion should be made in writing, citing the reasons.

The following guidelines may be referenced for determining salary for demoted employees:

- REDACTED

Supplemental Pay

Supplemental pay is usually given to employees who hold certifications not required for their position, for undesirable work hours or shifts, as hazard pay, or when employees are assigned duties that demand a considerable number of hours outside their normal duties. Supplemental pay may REDACTED

Reassignments / Transfers

A reassignment or transfer is the non-competitive movement of an employee from their current position to another position within an organization for non-disciplinary reasons without demotion or promotion. Reassignments can be voluntary or involuntary (initiated by the employee versus by the organization or department).

REDACTED

Reassignments Under Reduction-in-Force

Employers often allow reassignments after initiating a reduction-in-force, in which employees are offered reassignment to a different vacant position instead of being laid off or furloughed.

Reassignments in which the employee is reassigned to a position in the same pay grade should REDACTED

Classification Creation and Reclassification

Organizations treat the development of new classifications and reclassifications in several ways. Classification creation or reclassification can take place when REDACTED

Job Analysis

A job analysis is a thorough review of the key elements of a job to determine the activities and responsibilities of a job, the relative importance to other jobs, the qualifications necessary for performance of the job, and the conditions under which the work is performed. An important concept in job analysis is that the job, not the person doing the job, is assessed, even though some job analysis data may be collected from incumbents.

A job analysis does not include:

- REDACTED

A job analysis commonly includes the following process steps:

- REDACTED

Job data are often collected through questionnaires/surveys, direct observation, interviews, job shadowing, and work time studies (logs). The most effective technique when collecting information for a job analysis is to obtain information through questionnaires/surveys, and/or interviews with incumbents and leadership. The information collected from the questionnaire is reviewed to make distinctions about job duties, roles, and responsibilities to determine if positions are accurately titled, FLSA designation, and to inform pay analyses and adjustments, if any. The average market salary is an indication of REDACTED

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, record-keeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local

REDACTED

Administration and Maintenance of the Plan

Salary systems should be adjusted REDACTED

APPENDIX A:

CUSTOM MARKET SURVEY - COPY

REDACTED

APPENDIX B:

CUSTOM MARKET SURVEY RESULTS

[redacted]	Respondent Organization	Respondent Organization Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
[redacted]	[redacted]	Administrative Assistant	N/A	$ 36,023.00	$ 41,426.50	$ 46,830.00	N/A
		Administrative Assistant	0.5	$ 43,243.20	$ 49,254.40	$ 57,907.20	$ 53,580.80
		Administrative Assistant II	N/A	$ 37,190.40	$ 39,790.40	$ 42,390.40	N/A
		Executive Project Manager	2	$ 73,965.34	$ 96,154.94	$ 118,344.54	$ 77,000.00
		Executive Support Assistant	N/A	$ 50,119.00	$ 63,901.50	$ 77,684.00	N/A
		Average:	1.3	$ 48,108.19	$ 58,105.55	$ 68,631.23	$ 65,290.40

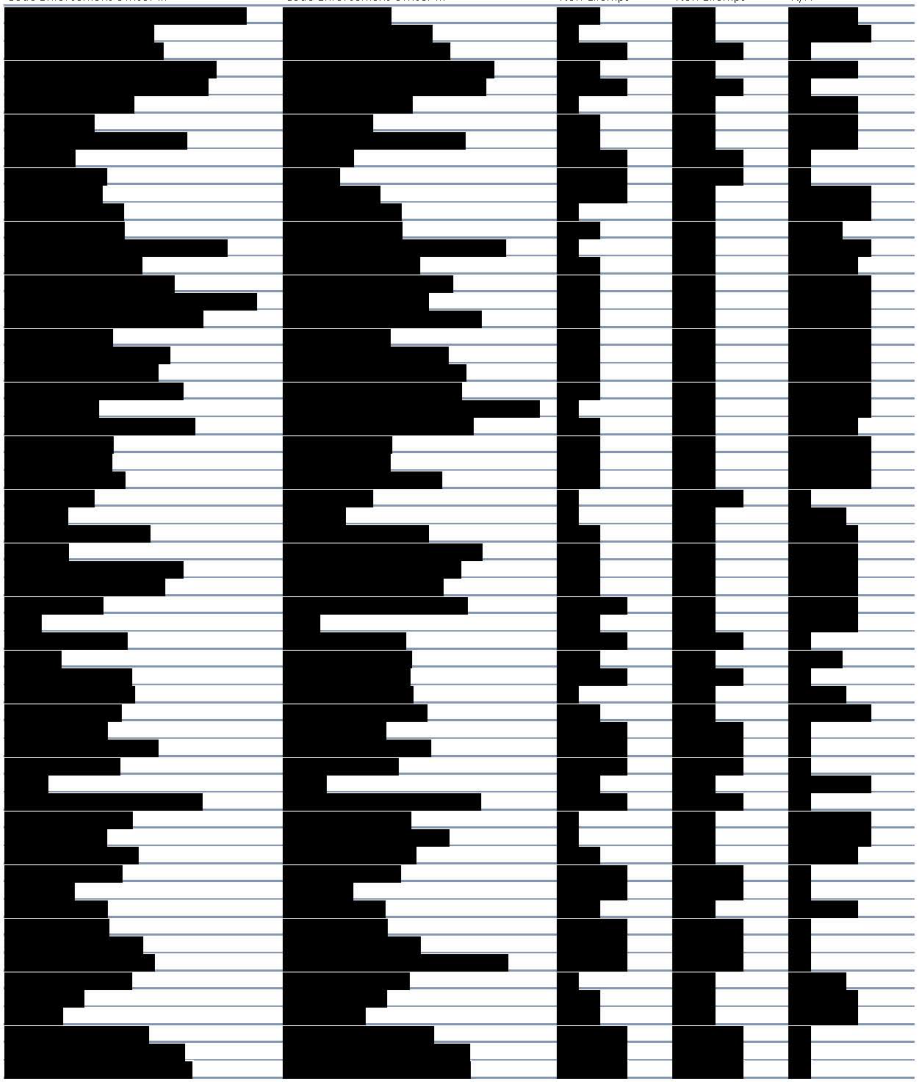
[redacted]

B-1

APPENDIX C:

FLSA STATUS REVIEWS

Class Title	Revised Class Title	Current FLSA Status	Proposed FLSA Status	FLSA Exemption Category, as applicable
Administrative Assistant	Administrative Assistant	Non-Exempt	Non-Exempt	N/A
Assistant Director, Parks/Recreation	Assistant Director, Parks/Recreation	Exempt	Exempt	Administrative
Athletic/Aquatic Coordinator	Athletic/Aquatic Coordinator	Exempt	Exempt	Administrative
Audio/Video Technician	Multimedia Specialist	N/A	Non-Exempt	N/A
Building Inspector	Building Inspector	Non-Exempt	Non-Exempt	N/A
Chief Building Official	Chief Building Official	Exempt	Exempt	Professional
City Clerk	City Clerk	Exempt	Exempt	Administrative
City Engineer	City Engineer	N/A	Exempt	Administrative
City Manager	City Manager	N/A	Exempt	Administrative
Clerk of the Court	Clerk of the Court	Exempt	Exempt	Administrative
Code Enforcement Officer I	Code Enforcement Officer I	Non-Exempt	Non-Exempt	N/A
Code Enforcement Officer II	Code Enforcement Officer II	Non-Exempt	Non-Exempt	N/A
Code Enforcement Officer III	Code Enforcement Officer III	Non-Exempt	Non-Exempt	N/A

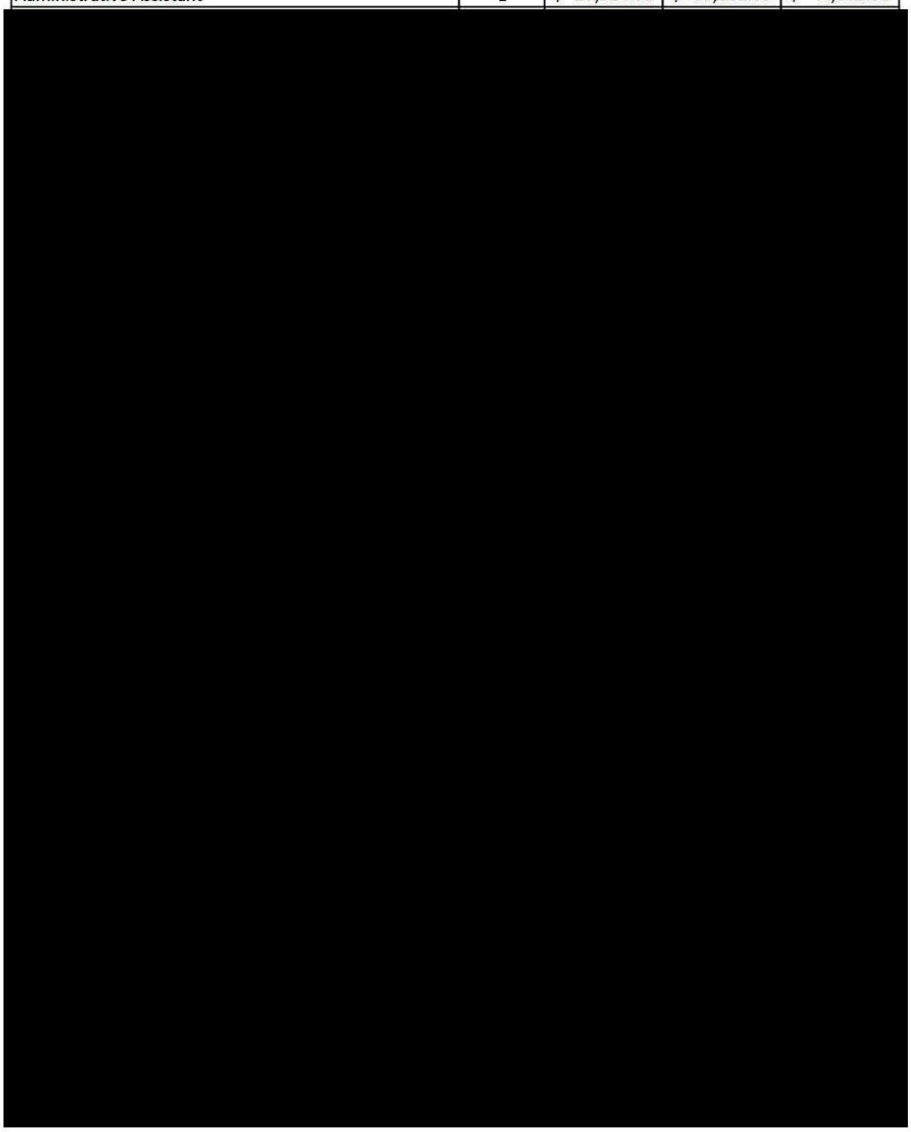


C-1

APPENDIX D:

CURRENT PAY PLAN AND POSITION ASSIGNMENTS

Position Title	Grade	Min	Mid	Max
Parks Ambassador	C	$ 19,823.00	$ 26,430.00	$ 31,716.00
Custodian Worker	D	$ 23,475.00	$ 31,300.00	$ 37,560.00
Receptionist	D	$ 23,475.00	$ 31,300.00	$ 37,560.00
Administrative Assistant	E	$ 27,814.00	$ 37,085.00	$ 44,502.00

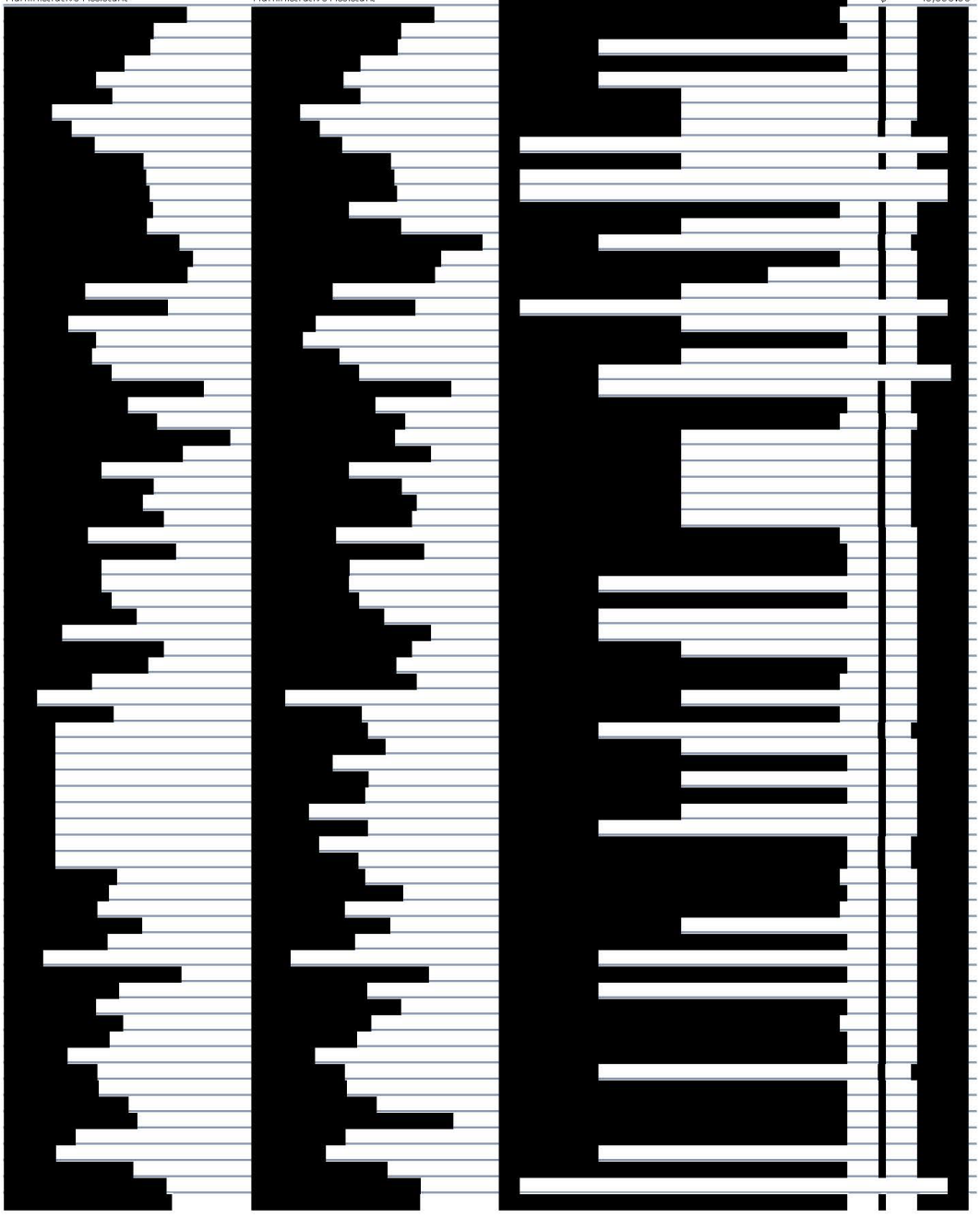


D-1

APPENDIX E:

SELECTED BENCHMARKS

Class Title	Revised Class Title	Selected Benchmark Source / Area	Selected Benchmark Salary
Administrative Assistant	Administrative Assistant		$ 43,550.00



E-1

APPENDIX F:

PROPOSED PAY PLAN

PROPOSED SCHEDULE - 100% OF MARKET
40-HOUR

30	# of Grades
32,250	Minimum Value
193,700	Maximum Value
6.4%	% Between Grades
12%	Min Spread (% Below)
32%	Max Spread (% Above)
44%	Total Spread

Grade	Minimum	Marketpoint	Maximum
1	$ 28,380.00	$ 32,250.00	$ 42,570.00
2	$ 30,190.16	$ 34,307.00	$ 45,285.24
3	$ 32,115.60	$ 36,495.00	$ 48,173.40
4	$ 34,163.36	$ 38,822.00	$ 51,245.04
5	$ 36,342.24	$ 41,298.00	$ 54,513.36
6	$ 38,660.16	$ 43,932.00	$ 57,990.24
7	$ 41,125.92	$ 46,734.00	$ 61,688.88
8	$ 43,748.32	$ 49,714.00	$ 65,622.48
9	$ 46,537.92	$ 52,884.00	$ 69,806.88
10	$ 49,505.28	$ 56,256.00	$ 74,257.92
11	$ 52,662.72	$ 59,844.00	$ 78,994.08
12	$ 56,020.80	$ 63,660.00	$ 84,031.20
13	$ 59,593.60	$ 67,720.00	$ 89,390.40
14	$ 63,394.32	$ 72,039.00	$ 95,091.48
15	$ 67,437.04	$ 76,633.00	$ 101,155.56
16	$ 71,737.60	$ 81,520.00	$ 107,606.40
17	$ 76,312.72	$ 86,719.00	$ 114,469.08
18	$ 81,179.12	$ 92,249.00	$ 121,768.68
19	$ 86,356.16	$ 98,132.00	$ 129,534.24
20	$ 91,863.20	$ 104,390.00	$ 137,794.80
21	$ 97,721.36	$ 111,047.00	$ 146,582.04
22	$ 103,953.52	$ 118,129.00	$ 155,930.28
23	$ 110,582.56	$ 125,662.00	$ 165,873.84
24	$ 117,634.88	$ 133,676.00	$ 176,452.32
25	$ 125,136.88	$ 142,201.00	$ 187,705.32
26	$ 133,116.72	$ 151,269.00	$ 199,675.08
27	$ 141,606.08	$ 160,916.00	$ 212,409.12
28	$ 150,636.64	$ 171,178.00	$ 225,954.96
29	$ 160,242.72	$ 182,094.00	$ 240,364.08
30	$ 170,456.17	$ 193,700.19	$ 255,684.25

F-1

APPENDIX G:

GRADE ORDER REPORT

Proposed Grade	Proposed Minimum	Proposed Marketpoint	Proposed Maximum	Recommended Class Title
1	$ 28,380.00	$ 32,250.00	$ 42,570.00	Pool Assistant - Temporary Recreation Assistant - Temporary
2	$ 30,190.16	$ 34,307.00	$ 45,285.24	Custodian Pool Coordinator (Seasonal/Temporary)
3	$ 32,115.60	$ 36,495.00	$ 48,173.40	Parks Ambassador Receptionist
4	$ 34,163.36	$ 38,822.00	$ 51,245.04	Park Maintenance Worker
5	$ 36,342.24	$ 41,298.00	$ 54,513.36	
6	$ 38,660.16	$ 43,932.00	$ 57,990.24	Administrative Assistant Planning Administrative Technician Zoning Administrative Technician
7	$ 41,125.92	$ 46,734.00	$ 61,688.88	Revenue Specialist
[redacted]				
30	$ 170,456.17	$ 193,700.19	$ 255,684.25	City Manager

G-1

MGT

RECRUITMENT, RETENTION, TECHNICAL CLASSIFICATION, AND INDUSTRY ALIGNMENT STUDY





TABLE OF CONTENTS

EXECUTIVE SUMMARY 2

CHAPTER 1. BACKGROUND, METHODOLOGY, & CURRENT STATE 8

1.1 STUDY BACKGROUND 8
1.2 PROJECT METHODOLOGY 10
1.3 CURRENT STATE REVIEW 12

CHAPTER 2. DATA COLLECTION 18

2.1 STAKEHOLDER DATA COLLECTION AND FINDINGS 18
2.2 RECRUITMENT MARKETS AND DATA SOURCES 21

CHAPTER 3. CLASSIFICATION REVIEW AND RESULTS 24

3.1 JOB DATA ANALYSIS 24
3.2 CLASSIFICATION REVIEW RESULTS 25

CHAPTER 4. COMPENSATION REVIEW AND RESULTS 35

4.1 BENEFITS COMPARISONS AND RESULTS 35
4.2 MARKET REVIEW AND RESULTS 48

CHAPTER 5. ADMINISTRATION BEST PRACTICES 56

5.1 ADMINISTRATION BEST PRACTICES 56

APPENDICES

APPENDIX A: Module I: Detailed Project Work Plan
APPENDIX B: Pre-Study/Current Grade Order List
APPENDIX C: Stakeholder Focus Group and Interview Agenda/Guide
APPENDIX D: Stakeholder Management Survey Copy
APPENDIX E: Salary.com CompAnalyst Market Data Summary
APPENDIX F: MGT Custom Market Survey Copy
APPENDIX G: MGT Custom Market Survey Results Summary
APPENDIX H: Proposed Classification Consolidations
APPENDIX I: Proposed Classification Title Revisions
APPENDIX J: FLSA Designations
APPENDIX K: Job Family Categories and Definitions
APPENDIX L: Position Job Family Assignments

APPENDIX M: Position Qualifications Matrix
APPENDIX N: Career Level Groupings by Job Family
APPENDIX O: Career Level Groupings by Department
APPENDIX P: Career Pathway Map
APPENDIX Q: Market Data and Analysis Summary – Salary.com CompAnalyst
APPENDIX R: Market Data and Analysis Summary – MGT's Custom Market Survey
APPENDIX S: Positions for Market Adjustments
APPENDIX T: Implementation Cost Estimates

EXECUTIVE SUMMARY

REDACTED contracted with MGT in August 2023 to conduct a Recruitment, Retention, Technical Classification, and Industry Alignment Study for the REDACTED. The following report discusses the methodology, findings, and recommendations for **Module I: Technical Classification, Compensation, and Industry Alignment Study** of the IT Recruitment, Retention, Technical Classification, and Industry Alignment Study.

The overall objectives of Module I was to review the REDACTED classifications and compensation to provide recommendations for any classification updates and market compensation adjustments to support the Division in its goals to recruit and retain quality talent and provide an attractive and equitable compensation package. An equitable and competitive classification and compensation system is essential for attracting and maintaining a skilled workforce to drive organizational performance and growth, increasing retention, employee satisfaction, and organizational effectiveness.

MGT has provided commendations and recommendations in this report for strengthening the District's and Division's current classification and compensation system. MGT's key findings and recommendations are highlighted below.

- **Classification Review**:
  MGT evaluated REDACTED

CHAPTER 1. BACKGROUND, METHODOLOGY, & CURRENT STATE

1.1 STUDY BACKGROUND

Purpose and Background

REDACTED

The following report discusses the methodology, findings, and recommendations for **Module I: Technical Classification, Compensation, and Industry Alignment Study**. The overall objective of the study was to review the Division's classifications and compensation to provide recommendations for any classification updates and market compensation adjustments to support the Division in its goals to recruit and retain quality talent and provide an attractive and equitable compensation package.

The recommendations provided in this report will assist the Division with its goal to attract and retain quality talent that provide the District with REDACTED

Overview of the REDACTED

REDACTED

To meet the Division's goals, ITS provides the following core services to the District:

- IT Infrastructure and Network Management
- Software Applications and Educational Technology Integration
- Data Management and Analytics
- IT Security and Cybersecurity
- IT Customer Support and Maintenance
- Project Management and Special Projects/Initiatives

The ITS Division is divided into the following five departments to deliver these functions:

1. **Office of the Chief Information Officer (CIO)**
   - Includes ***IT Support Services*** and the ***IT Project Management Office***
2. **IT Security**
   - IT Governance, Risk, and Compliance, IT Cyber Security Operations
3. **IT Customer Support**
   - Enterprise Endpoint Management, Technology Partnerships, IT and Parent Community Help Desks, Central Office and Community of Schools Support, and Remote Services
4. **IT Infrastructure**
   - IT Infrastructure Architecture, Infrastructure Projects and Operations, Facilities Technology Services
5. **Software Applications**
   - Software Application Architecture, Business and Instructional Applications, Enterprise Applications Development, Enterprise Data Management, IT Partnerships

1.2 PROJECT METHODOLOGY

Project Initiation

Upon agreement to proceed, MGT held a project kick-off call on August 22nd, 2023 with the Project Officer and key staff to discuss the study's objectives, timeline, and strengths and weaknesses of the current classification and compensation system as it pertains to REDACTED positions. MGT provided the Project Officer with a Data Request Checklist for gathering initial documentation for MGT's review, including but not limited to existing job descriptions, organizational charts, pay range and position placements, benefits data, and relevant compensation policy and administration documentation. MGT maintained frequent contact with Project Officer and key staff throughout the course of the study to provide status updates and to ensure the activities of the study met the Division's needs and goals for the review.

Project Work Plan and Activities

Below summarizes MGT's approach for Module I: Technical Classification, Compensation, and Industry Alignment Study review. A copy of MGT's full project work plan for Module I is provided in **Appendix A**.

Task 1: Initiate Project & Hold Project Kick-off Meeting

- Introductions and a review of the technical approach and strategies to be employed, to establish a mutually agreed upon project work plan, schedule, develop communications strategies, confirm team responsibilities, discuss strengths and limitations of current system, and to begin initial data collection.

Task 2: Develop & Implement a Communications Strategy; Hold Orientation Sessions

- Create a strategy for communicating the compensation and classification study process to ITS stakeholder groups, obtaining input from employees on the study goals and objectives, and documenting future communications and cadence, including status updates and meetings.

Task 3: Review Existing Classification & Compensation System

- Obtain and perform a current state review of existing classification and compensation data and system documentation, review current related policies, and prepare data and study files for data collection and analyses.

Task 4: Gather & Evaluate Current Organizational & Employee Job Data

- Gather relevant stakeholder input and job data from supervisors and incumbents, as needed in preparation of job analyses and market benchmarking.



Task 5: Identify Relevant Recruitment Market(s)

- Identify the appropriate recruitment market(s) for positions included in the study and for use in the selection of relevant market data sources.

Task 6: Conduct Market Survey(s) & Benchmark Positions

- Determine appropriate public and private organizations, in collaboration with LAUSD, that offer comparable employment opportunities to use for benchmark comparisons, select benchmark positions for use in a custom market survey of comparable peer/competitor organizations, conduct market data collection, and benchmark positions to identified sources.

Task 7: Revise & Prepare Job Descriptions as Needed to Align with Industry Standards

- Review collected job data and input, evaluate jobs, and make appropriate revisions to job descriptions and titles as needed to align with industry standards, and provide a documented process for evaluating new or updated jobs.

Task 8: Develop Compensation & Classification System; Present Report

- Provide the Division with recommendations and a study report, detailing the study's methodology, data collection, findings, and recommendations (with any fiscal implications) for updating the Division's current classifications and compensation system placements to ensure market competitiveness.

Task 9: Develop Implementation Strategies

- Provide implementation best practice strategies, phase-in options, and cost projections for proposed recommendations, and assist with communicating study results to key stakeholders, as needed.

Task 10: Provide Ongoing Assistance

- Provide staff consultation for a period of 12 months post-study.

All study deliverables and files, as applicable, were provided in Excel or Word formats to the REDACTED project team for their study records and for maximum implementation efficiency and periodic updating.

The remainder of this report provides an overview of the Division's current state as it relates to its classification and compensation, followed by the results of the above project activities and MGT's recommendations for the Division's consideration.

1.3 CURRENT STATE REVIEW

This section provides a summary of MGT's initial observations of REDACTED current compensation system and related documentation received at the beginning of the study. MGT reviewed current pay ranges associated with the Division's positions as well as current compensation policies.

Summary of Current Recruitment and Retention Strategies

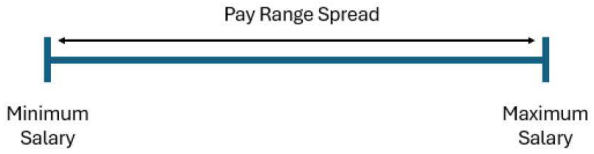
Effective recruitment and retention strategies are crucial for attracting and maintaining a skilled workforce for driving organizational performance and growth. The ITS Division employs many different strategies for recruitment and retention, including:

REDACTED

Observations Summary of Initial Data Review

Appendix B of this report provides a current Grade Order List of REDACTED positions by their pay range. At the start of the study, REDACTED had 120+ positions that spanned across more than 80 pay ranges. The number of pay ranges needed in a pay plan is guided by compensation administration policies and the need for accommodating positions relative to market competitiveness, internal equity, and hierarchies. The complexity of the organization's workforce and the need for flexibility in managing compensation may also affect the number of grades needed. Some organizations may opt for a broader range of grades to accommodate a diverse workforce with varying skill sets and career paths, while others may prefer a more streamlined approach with fewer grades for simplicity and ease of administration. ***The number of pay ranges utilized by REDACTED positions points to an excess and granular level of specificity, particularly considering the slim distance between the ranges.*** This can minimize the fiscal difference between positions of different complexity, responsibility level, and qualifications, and can lead to inequity and compression between jobs.

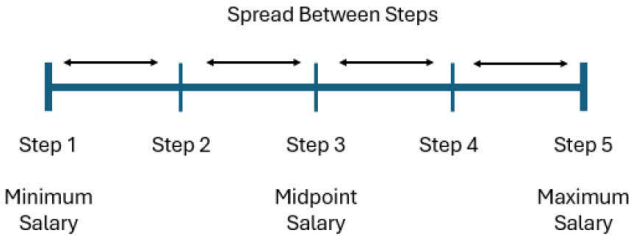
The current pay ranges have an average percentage spread of REDACTED



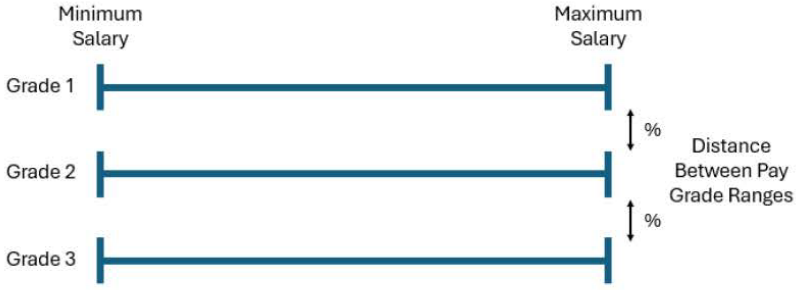
Each pay range occupied by REDACTED positions is divided into 5 steps, with Step 1 representing the minimum salary, Step 3 representing the midpoint salary, and Step 5 representing the maximum salary of the ranges. A few select positions were identified as using only three steps. Step plans are compensation structures where employees' salaries are determined based on predefined steps, or increments, within each pay grade. Step plans provide a structured progression for career advancement and rewards employees for their tenure and performance. These plans also provide clarity and transparency to employees regarding pay potential of their assigned pay range. The steps help ensure consistency and fairness in compensation through defined criteria for movement step to step. REDACTED

Similar to the number of pay ranges in a pay plan, the number of steps within pay ranges can vary depending on the needs of the organization, administration policies, and/or fiscal constraints. ***Most organizations*** REDACTED

Each step in the pay ranges occupied by REDACTED positions is separated by an average of 5.5 percent spread with some variation across the pay ranges, ranging from 4.2 percent to 5.7 percent. ***REDACTED***



The distance between pay ranges in a pay plan refers to the percentage difference in salary between adjacent pay ranges, such as the percentage distance between a Grade 1 minimum salary and a Grade 2 minimum salary, or a Grade 1 maximum salary and a Grade 2 maximum salary. The pay ranges that are occupied by REDACTED positions have slight variation in the percentage distance between each pay grade range, which is on average 2.2 percent. In some instances, REDACTED



Compression occurs when there is little difference, or distance, between a lower pay grade and a higher pay grade (i.e., there is little difference in pay and earning potential of an employee and director supervisor, or between new hires and long-term employees). Compression can lead to employees acquiring salaries that are comparable or surpass those salaries of positions with higher qualifications or supervisory authority. In addition, compression can occur when an incumbent stagnates at the top of their pay range. This can occur in cases where there is limited or no opportunity for advancement in a job hierarchy, or when a higher role is not attractive to the incumbent, such as not having a significant enough pay difference between the incumbent's present position and the higher role with significantly more responsibility. ***MGT identified multiple areas of compression of*** REDACTED

Exhibit 1-1: Examples of Compression in Current Ranges (2023-2024)
REDACTED

Min/Step 1	Max/Step 5	Position Title
$ 58,407.54	$ 72,292.77	redacted
$ 58,408.83	$ 72,292.83	
0.0022%	0.0001%	*distance between pay ranges*

Min/Step 1	Max/Step 5	Position Title
$ 84,223.32	$ 104,766.72	redacted
$ 84,449.40	$ 105,053.04	
0.27%	0.27%	*distance between pay ranges*

Min/Step 1	Max/Step 5	Position Title
$ 97,170.36	$ 120,577.32	redacted
$ 97,409.52	$ 120,692.88	
0.25%	0.10%	*distance between pay ranges*



The examples in **Exhibit 1-1** indicate REDACTED

In other areas of the pay scale, there are positions placed with meaningful distance between the pay ranges that support career advancement, including the examples shown in **Exhibit 1-2**.

Exhibit 1-2: Examples of Equitable Placement to Support Career Progression (2023-2024)

Min/Step 1	Max/Step 5	Position Title
$ 94,852.26	$ 118,046.45	REDACTED
$ 102,028.92	$ 126,606.24	
7.57%	7.25%	*distance between pay ranges*

Min/Step 1	Max/Step 5	Position Title
$ 79,680.95	$ 98,642.23	REDACTED
$ 96,112.49	$ 119,095.06	
20.62%	20.73%	*distance between pay ranges*

Min/Step 1	Max/Step 5	Position Title
$ 97,063.89	$ 120,264.66	REDACTED
$ 103,851.49	$ 128,341.78	
6.99%	6.72%	*distance between pay ranges*

REDACTED

Pay grade ranges should reflect an organization's commitment to fairness and consistency in compensation. The number of grades and distance between them should allow for meaningful differentiation in pay while ensuring employees in similar roles are fairly compensated relative to others in the organization. MGT's market review will further address these questions and issues, among others, in the determination of appropriate pay ranges to house the REDACTED



workforce as well as individual position placements to best reflect their respective markets while aligning to internal hierarchies and supervisory lines.

MGT's initial review of REDACTED position titles ***identified several positions with job titles that contained unnecessary or outdated details, or that fell outside industry standard naming conventions***, which included but are not limited to the following examples:

- REDACTED
-

Accurate job titles are crucial for effective communication, talent acquisition, and internal equity within organizations. Job titles provide a succinct representation of a job's role and responsibilities and should accurately reflect the job level and purpose to ensure alignment between job requirements and job candidate expectations, as well as between employees and their supervisors relative to performance expectations.

MGT also conducted an initial review of REDACTED positions' Fair Labor Standards Act (FLSA) status designations to identify any immediate concerns. The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments. FLSA ensures that employees are fairly compensated for their work and prevents exploitation by setting clear guidelines for wages and working conditions. REDACTED

Pay plans should be regularly updated to maintain market competitiveness and adjust for inflation and changing recruitment markets. Pay plan maintenance and related salary adjustments should be guided by market changes and be applied consistently throughout the compensation system, adjusting all salary ranges. REDACTED

CHAPTER 2. DATA COLLECTION

This chapter provides an overview of the study's primary data collection processes following the initial data review of existing classification and compensation system documentation. This chapter is organized into the following sections:

1. Stakeholder Data Collection and Findings
2. Recruitment Markets and Data Sources

*See **Chapter 3** and **Chapter 4** of this report for findings and recommendations.*

2.1 STAKEHOLDER DATA COLLECTION AND FINDINGS

Stakeholder Data Collection

MGT collected stakeholder input from REDACTED staff regarding the Division's current classification and compensation system (for Module I) and recruitment and retention practices (Module II, excluded from this report). Input was gathered from leaders across REDACTED

The data collection processes included the following activities:

- Stakeholder Interviews and Focus Groups
  REDACTED
- Stakeholder Management Input Survey
  REDACTED

The following provides an aggregated summary of the stakeholder input gathered from both qualitative data collections.



Stakeholder Input Findings

The following summary of themes and findings from both of MGT's Stakeholder Input data collections was used to support MGT's study evaluation and the development of recommendations regarding the Division's current classification and compensation system for this study's Module I, and for the Division's recruitment and retention practices for Module II.

Positive Perceptions

REDACTED

Common Challenges

REDACTED



REDACTED

2.2 RECRUITMENT MARKETS AND DATA SOURCES

This report section provides a summary of the market data sources and recruitment markets reviewed as part of this study's compensation market analysis, including details regarding the administration of MGT's Custom Market Survey for gathering pay and benefits data for review.

Recruitment Markets and Data Sources

Recruitment markets refer to the geographical locations and industries from which organizations seek and attract talent to fill job vacancies. These markets are influenced by factors such as economic conditions, industry trends, technological advancements, and workforce demographics. In tight labor markets, where demand for skilled workers exceeds supply, organizations often face fierce competition and may need to offer higher wages, better benefits, or flexible work arrangements to attract top talent. Conversely, in loose labor markets, where there is a surplus of job seekers, employers have a wider pool to choose from and may



have more negotiating power. Recruitment markets vary by organization, industry, and positions, and frequently change over time.

MGT identified appropriate recruitment market parameters in collaboration with IREDACTED

- **Salary.com CompAnalyst Database, August 2024**
  Salary.com's CompAnalyst database provides a "survey of surveys" of aggregated employer-reported market data, which is updated monthly. CompAnalyst is also designed to support unique benchmarking situations, such as hybrid positions, for jobs in which there is not a one-to-one appropriate match. CompAnalyst data can be controlled for geographic area, industry, and/or organizational full time equivalent (FTE) or budget size. This data source is also utilized to address gaps in peer data responses from the Custom Market Survey, provide insight into private markets, and provide additional data verification for gathered market data. REDACTED Annual average salaries were referenced for the review. Hybrid benchmarks were also utilized from this source. The following recruitment market areas were reviewed for benchmarking classifications:

  - REDACTED

  Within these recruitment markets, the following industry scopes were used during analysis:

  - All Industry (public and private)
  - $5B-$50B Revenue

  A summary of the Salary.com CompAnalyst market data is provided in **Appendix E.** A total of 118 benchmark comparisons were conducted utilizing this market data source.

- **MGT's Custom Market Survey, June 2024**
  MGT's Custom Market Survey is administered by the MGT Project Team to gather market data from comparable organizations for a sample of REDACTED A copy of MGT's Custom Market Survey is in **Appendix F**.

CHAPTER 3. CLASSIFICATION REVIEW AND RESULTS

This chapter provides a summary of MGT's classification review of REDACTED

1. Job Data Analysis
2. Classification Review Results
3. Job Families and Career Pathways

(See Chapter 5 for a summary of recommendations and best practices.)

3.1 JOB DATA ANALYSIS

MGT reviewed REDACTED

A job analysis is a systematic process used to identify, review, and detail the key aspects of a job, such as its essential duties, responsibilities, required education and experience, knowledge, skills, abilities, physical requirements, and work environment. The purpose of a job analysis is to provide a detailed understanding of a job's responsibilities and requirements, which helps to guide staff and their supervisors through the day-to-day scope of work for the incumbents in each position. This understanding of each job also helps to ensure that human resources activities, such as recruitment, selection, training and development, workforce and succession planning, performance evaluation, and compensation, are based on accurate and relevant job information.

It is important in job analyses, particularly for existing jobs, that the focus be on the job function itself and not the person doing the job. Job analyses exclude reviewing employee performance or how well tasks are performed, or the determination of employee promotions or demotions.



Job analyses help determine the qualifications necessary for someone to perform the job's duties and responsibilities effectively.

This study's job data analysis focused on various job factors in assessing each REDACTED position, including the following:

- Essential job duties
- Knowledge, skills, and abilities
- Function within the organization
- Education required
- Experience required
- Training/certifications required
- Work performed
- Responsibility and leadership
- Decision-making
- Financial authority
- Physical and dexterity requirements
- Environmental hazards and working conditions

It is imperative that jobs be titled accurately to industry standards and that their job descriptions be written properly and accurately to best reflect the function and requirements of the position. Job descriptions influence critical decisions, such as candidate selection, pay, training, and career pathways. ***An annual review*** REDACTED

3.2 CLASSIFICATION REVIEW RESULTS

This chapter section provides MGT's findings and recommendations related to classification consolidations, job title updates, and FLSA exemption statuses.

Classification Consolidations

Classification consolidation is the process of merging two or more job roles within an organization to streamline operations, reduce redundancy, and optimize workforce efficiency. Consolidation can also be performed as part of maintaining a classification system as the workforce needs and positions evolve. This type of consolidation can involve combining similar roles with overlapping responsibilities or integrating job functions to create new hybrid positions, or to consolidate similar roles as part of a reclassification. To consolidate positions effectively, a comprehensive review of current roles and responsibilities is conducted to identify overlaps or gaps.

As part of the consolidation review process, MGT maintained communications with REDACTED

REDACTED

Exhibit 3-1 summarizes the proposed consolidations from the classification review. REDACTED

Exhibit 3-1: Proposed Classification Consolidations

The remaining REDACTED

Classification Updates and FLSA Status Reviews

Classification updates may involve reclassification to a new job or a revision to a current job title to better reflect the job's current responsibilities, skills, or function in the organization. These updates are often necessary when a role evolves due to restructuring, position consolidation, the addition of new duties, or changes in market standards. Accurate job titles are crucial for setting clear expectations, facilitating career development, and ensuring consistency in how roles are perceived both internally and externally.

MGT evaluated all REDACTED

Exhibit 3-2: Proposed Classification Title Revisions



MGT also reviewed ***REDACTED***

3.3 JOB FAMILIES AND CAREER PATHWAYS

This chapter section provides an overview of the purpose and best practices of implementing job families and career pathways to support employee career development and advancement in an organization. The following also includes a summary of the REDACTED

Purpose and Benefits of Job Families and Pathways

Job families and career pathways in classification systems are crucial in providing employees with structured paths for professional growth within an organization. Providing career advancement opportunities strengthens an organization's operations and increases retention of quality talent.

Job families are groupings of related job positions within an organization that share similar characteristics, skills, or responsibilities. Job families assist organizations with outlining career pathways for employees, ensuring consistency and equity in job titles and roles, and supporting



recruitment, retention, and workforce planning by providing a structured approach to understanding current and future staffing needs based on an organization's goals. This structure helps create transparency around job expectations, career development opportunities, and potential lateral or upward moves within the organization.

Career pathways provide a more structured and guided approach for employes to progress in their professional development by illustrating the different routes an employee may take to reach a specific position within their organization and the necessary education, skills, credentials, and professional progression needed by the employee to reach the desired position. Career pathways often include multiple entry and exit points, and each pathway will vary at the individual level. These pathways not only provide a map for goal setting, skill development, and advancement for employees but also serve to build employee investment and motivation for long-term careers at an organization. Career pathways also support transparency and equity in classification and compensation systems by aligning salaries with job levels and responsibilities, and support succession and workforce planning by identifying current and future staffing needs as well as identifying potential leaders to prepare them for future roles, ensuring a pipeline of qualified candidates for key positions.

Job families and career pathways serve REDACTED

Overview of Proposed Job Family and Pathway System

MGT reviewed REDACTED

Proposed Job Family Categories:

1. Customer Support & Service
2. Data Management
3. Engineering Design & Development
4. Information Technology
5. Legal
6. Management & Business Leaders
7. Network and Telecommunications
8. Project Management
9. Security



10. Software Design & Development
11. Strategic Planning & Processes
12. Systems Administration

All REDACTED

Exhibit 3-3: Examples of ITS Jobs and Assigned Job Families

Job Family	Example ITS Positions

REDACTED Career levels represent the stages of progression within a job family or organization, typically categorized by the complexity of tasks, required skills, experience, and decision-making authority. Levels generally start with entry-level roles, where employees are new to the field and focus on learning and executing basic tasks under close supervision. The next stage is mid-level, where individuals have gained experience, perform more complex tasks, and may start supervising others or managing projects. Senior-level roles involve significant expertise, autonomy, leadership responsibilities, and strategic influence within the organization. At the highest levels, such as executive or leadership roles, individuals are responsible for setting direction, making high-impact decisions, and guiding the overall strategy and performance of the organization.



Career levels help to further define and provide a clear pathway for professional growth, helping employees understand expectations and opportunities for advancement. **Exhibit 3-4** ***summarizes the career levels and definitions developed for categorizing*** REDACTED

Exhibit 3-4: ITS Career Levels and Definitions

Career Level	Definition
Early Career	This stage typically consists of individuals who are in the early phases of their careers, usually with 4 years or less of experience.
Mid-Career	This stage typically consists of individuals who have typically accumulated a substantial amount of work experience, often ranging from 5 or more years. This stage may supervise or manager others or act in a lead role.
Late Career	This stage typically consists of individuals who have substantial experience to contribute at a high level and guide others. This stage is characterized by a substantial level of expertise and often are senior-level or assistant director roles.
Extended Career	This stage typically consists of individuals who have extensive experience and oversee the strategic direction, management, and operations within an organization. This stage is characterized by an advanced level of expertise, a wealth of experience, and often are directors, senior directors, and executive leaders.

A detailed listing of all REDACTED

Exhibit 3-5 provides examples of ITS jobs and their assigned career levels.

Exhibit 3-5: ITS Career Levels and Example Positions

Career Level	Example ITS Positions
Early Career	*REDACTED*
Mid-Career	*REDACTED*
Late Career	*REDACTED*
Extended Career	*REDACTED*

Career Path Considerations

After reviewing the existing pathways, MGT noted several areas that REDACTED

- ***Limited pathways for positions focused on area specialization in lieu of management track***. For example:
  REDACTED
- ***Larger experience gaps between step-stone growth positions***. For example:
  REDACTED

Career paths in IT are expanding rapidly, offering diverse opportunities as technology advances. Traditional roles like software development, network administration, and cybersecurity continue to grow, while new fields such as artificial intelligence, data science, and cloud computing open



additional opportunities. New IT roles in response to evolving technology and needs naturally expand available career pathways. Often in the IT industry, employees find themselves reaching the top of their path and have no desire to pursue the next step into a managerial role but desire to remain in the hands-on, technical side of the field. In these cases, as business goals and workload challenges present themselves for such opportunities, ***new position tiers and roles can be developed to fill more niche areas and provide potential for further growth and technical specialization***. Top tier roles (late career) in a technical series, while not managing operations, can serve in a training and mentorship capacity to incumbents in lower career levels (entry and mid-level) to provide an additional path and support succession planning in the departments.

Implementation Guidance and Ongoing Maintenance

Effective communication is important when implementing any new structure or system in an organization. ***Career development systems should REDACTED***

Example Phase-In:

Phase 1: REDACTED
Phase 2: REDACTED
Phase 3: All remaining roles

Monitor and adjust the implementation as needed based on feedback and challenges.

All components described in this document provide a structured framework that outlines career progression routes for employees by aligning job roles and skills needed at each career level. ***MGT also developed a high-level career pathway roadmap, provided in Appendix P, to illustrate the various career paths by job family and career level***. This map may be used by REDACTED

CHAPTER 4. COMPENSATION REVIEW AND RESULTS

This chapter provides a summary of MGT's compensation review and analysis of REDACTED

1. Benefits Comparisons and Results
2. Market Review and Results

(See Chapter 5 for a summary of this report's recommendations and best practice guidance for compensation implementation, maintenance, and administration.)

4.1 BENEFITS COMPARISONS AND RESULTS

This chapter section focuses on a comparative assessment of REDACTED benefits and the value of the overall benefits program in comparison to its selected peer and competitor organizations. Benefits data were gathered from the comparison organizations through MGT's Custom Market Survey, outreach, and online research. This report section includes an overview of REDACTED benefit offerings followed by a comparative assessment.

(Note: The Benefits Administration review is not included in this report. See Module II Report.)

Overview of REDACTED Benefits

MGT reviewed the benefits information provided on the District's website to review the current state of its benefits program. REDACTED offers its full-time employees a variety of benefits, including:

REDACTED



REDACTED

Benefits Comparison Review

As part of MGT's benefits review, REDACTED was asked to provide the overall average value of their benefits package as a percentage of the total compensation offered to their employees. One of the primary indicators of market competitiveness is the value of an organization's benefits package relative to total compensation.

To calculate the total benefits to compensation percentage, MGT uses the equation:

% Benefits to Total Compensation = Annual Value of Benefits/Total Compensation

To determine the values needed for this equation, MGT uses the equation:

Total Compensation = Annual Cash Compensation + Annual Value of Benefits

An employee's annual cash compensation can be defined as *all compensation that is paid directly to an employee*. It is the combined value employers pay for Base pay (salary/hourly rates) and Bonuses and/or incentive pay. The annual value of benefits includes all compensation that is not paid directly to an employee. This value is calculated in addition to base salary and incentive pay and is the combined value of the following components:

- Medical benefits coverage
- Paid time off (includes vacation/sick/PTO, holiday, etc.)



- Disability Insurance
- Life Insurance
- Retirement benefits—Traditional 457(b) and Roth 457(b), and a 403(b) plan.
- FICA (Social Security, etc.)
- Worker's Compensation

REDACTED has an average benefits package value of 37.24 percent. REDACTED follows industry best practices which are to have benefits constitute between REDACTED

As part of MGT's Custom Market Survey, peer and competitor organizations were asked whether health insurance is offered to their part-time employees, and if so, how the insurance premium paid is determined, as shown in **Exhibit 4-1**. REDACTED offers insurance to part-time employees who work at least half of a full-time regular assignment in one classification. The District's benefits contribution is pro-rated on the hours contracted to work. The balance of the cost is the responsibility of the contracted employee. Most of the organizations surveyed offer these benefits to part-time employees.



Exhibit 4-1: Eligibility Policy and Part-Time Employee Insurance

ORGANIZATION	INSURANCE PROVIDED TO PART-TIME EMPLOYEES?	HOW THE PERCENTAGE OF THE PREMIUM PAID IS DETERMINED BY THE ORGANIZATION
REDACTED	Yes	Pro-rated on hours contracted to work.
	Yes - Part-time employees (except student workers) who work an average of 20 hours or more per week during a period of three consecutive months may be eligible to enroll in a medical plan.	Provides each employee a monthly "benefit allowance" to pay for benefits, allowing employees to choose from a variety of pre-tax and after-tax benefits, including medical coverage.
	n/a	n/a
	n/a	n/a
	n/a	n/a
	n/a	n/a
	Yes - contract and temporary workers to receive full benefits.	
	Yes	100%
	Yes	Apple Health is free or low-cost health insurance coverage for those who qualify.
	n/a	n/a
	No - only available to employees working 30 hours or more.	n/a
	Yes	100% for Anthem Blue Cross HDHP, 0% for Kaiser Permanente / HMSA.
	Yes	100%
	Yes - employees working at least 24 hours per week are eligible for the benefits.	0%
	Yes	100%
	Yes - offered to regular employees who work 24 hours or more per week.	100%
	Yes - offered to part-time employees working 20 or more hours per week.	n/a
	Yes	100% for HDHP plan.
BROADCOM	n/a	n/a

Blanks or n/a indicate unknown or not listed as a benefit.

Exhibit 4-2 shows whether dental insurance for an employee is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. REDACTED offers its employees dental insurance from three providers, REDACTED

Exhibit 4-2: Dental Insurance Comparison - Employee

ORGANIZATION	DENTAL INSURANCE PROVISION TYPE	PERCENTAGE OF PREMIUM PAID BY EMPLOYER
REDACTED	Contributory	100%
	Contributory	Provides each employee with a monthly "benefit allowance" they can use to pay for benefits, allowing employees to choose among a variety of pre-tax and after-tax benefits that include: Medical coverage. Dental coverage. Group life insurance.
	n/a	n/a
	Voluntary	0%
	Contributory	100%
	Voluntary	0%
	Contributory	100%
	Contributory	100%
	Voluntary	n/a
	Voluntary	n/a
	Contributory	$50/person, up to $150/family max.
	Contributory	100%
	Contributory	100%
	Voluntary	0%
	Contributory	100%
	Contributory	Amount unknown.
	Contributory	100%
	Contributory	Offers a $ amount per benefit.
	Voluntary	n/a

Blanks or n/a indicate unknown or not listed as a benefit.

Exhibit 4-3 shows whether vision insurance is offered to employees as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. REDACTED

Exhibit 4-3: Vision Insurance Comparison - Employee

ORGANIZATION	VISION INSURANCE PROVISION TYPE	PERCENTAGE OF PREMIUM PAID BY EMPLOYER
REDACTED	Contributory	100%
	Voluntary	0%
	n/a	n/a
	Voluntary	0%
	Contributory	Amount unknown.
	Voluntary	0%
	Contributory	100%
	Contributory	100%
	Contributory	100%
	n/a	n/a
	Contributory	100%
	Contributory	100% for Basic Vision.
	Contributory	100%
	Voluntary	0%
	Contributory	Amount unknown.
	Contributory	Amount unknown.
	Contributory	Amount unknown.
	Contributory	Offers $ amount per benefit.
	Contributory	Amount unknown.

Blanks or n/a indicate unknown or not listed as a benefit.

Exhibit 4-4 provides an overview of the surveyed comparison organizations' parenthood benefit resources offered through health insurance. REDACTED

Exhibit 4-5 provides an overview of the surveyed organizations' types of retirement plans offered, and the percentage match by employers for the plan. LAUSD sponsors both traditional 457(b) and Roth 457(b) plans and a traditional 403(b) plan. These are voluntary retirement savings plans to help supplement retirement income. Contributions to any of these plans are made through automatic payroll deductions. REDACTED

Exhibit 4-5: Retirement Plan Comparison

ORGANIZATION	RETIREMENT PLANS OFFERED	EMPLOYER MATCH
REDACTED	457(b), Roth 457(b) and 403(b)	0%
	457(b) & 401(k) *	4%
	n/a	n/a
	457(b) & 401(k)	4%
	401(k)	6%
	401(k)	100% of the first 3% of employee's eligible pay, then 50% of the next 3% contributed.
	401(k)	100% of contributions up to $3,000 or 50% of contributions up to calendar year's IRS limit, whichever is higher.
	401(k)	50% of regular contributions.
	401(k)	100% contribution on the first 6% of employee's base salary, scaling with seniority.
	401(k)	100% contribution up to 4.5% of the employee's salary on pre-tax or Roth 401(k).
	401(k)	100% of first 4%; additional $0.50 to employee's account in the form of matching contributions; up to 2%.
	401(k)	7%
	401(k)	7%
	401(k)	4%
	401(k)	4%
	401(k)	Half an employee's contributions up to 6% of employee's compensation. If more than 6% is contributed, match is 3% of the employee's compensation.
	401(k)	4%
	401(k)	50% of first 6% (capped at $3,000 annually).
	401(k)	6%

REDACTED

REDACTED and all the comparison organizations offer sick, holiday, and vacation/personal leave to their employees. The annual maximum number of hours offered for paid leave by each comparison organization and each leave type are displayed in **Exhibit 4-6.** Sick, vacation, personal, and other paid leave vary by organization. REDACTED offers:

- REDACTED

REDACTED does not offer additional personal leave but does offer a maximum of 40 hours of other leave (bereavement), this is compared to the comparison organizations who average 24.00 hours (comparison organization hours ranging from 0 hours to 96 hours).

Exhibit 4-6: Maximum Number of Annual Paid Leave Hours

ORGANIZATION	SICK	VACATION	HOLIDAY	PERSONAL/OTHER	TOTAL
REDACTED	104	192	96	40	432
	80	80	88	96	344
	96	96	88	40	320
	96	240	96		432
	80	240	96	40	456
	80	240			320
	40	240	88		368
	80	UNLIMITED	80		UNLIMITED
	96	240	96		432
	0	160	72		232
	448	160	56	48	712
	0	160	72		232
	48	240	72		360
	144	240	80		464
	144	160	96		400
	80	240	120	16	456
	0	240	96		336
	0	120	80		200
	40	UNLIMITED	80	24	UNLIMITED

Blanks or n/a indicate unknown or not listed as a benefit.

In addition to health coverage, dental, vision, and retirement plans, the comparison organizations also provided information about the other benefits offered to their employees, as shown in **Exhibit 4-7**. Life insurance, disability insurance, flexible spending accounts, Employee Assistance Programs, education assistance or tuition reimbursement, dependent care assistance, wellness/fitness, and fruit and vegetable discounts were all common benefit offerings provided by REDACTED and the comparison organizations. Several benefit offerings that were commonly provided by the comparison organizations but not LAUSD include health savings accounts, pet insurance, sabbatical, cell allowance, and vehicle allowance.

Exhibit 4-7: Additional Benefits Offered to Employees

BENEFIT																			
Life Insurance	Y	Y		Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Critical Illness Insurance	Donation Program Only							Y			Y	Y			Y	Y		Y	
Accident Insurance	Y							Y	Y	Y	Y	Y		Y	Y	Y	Y	Y	Y
Cancer Insurance	Y							Y			Y	Y			Y	Y		Y	
Disability Insurance	Y				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Sick Leave Bank													Y	Y	Y	Y			
Flex Spending Account	Y				Y	Y		Y		Y	Y	Y	Y	Y		Y	Y	Y	Y
Health Savings Account				Y				Y	Y	Y	Y	Y		Y		Y	Y	Y	Y
EAP (Employee Assistance Program)	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y
Education Assistance/Tuition Reimbursement Program	Y			Y	Y	Y	Y	Y	Y			Y	Y		Y	Y	Y	Y	Y
Pet Insurance					Y	Y			Y		Y			Y		Y		Y	
Legal	Y – For TPS						Y				Y								
Sabbatical					Y				Y	Y		Y	Y		Y	Y	Y		Y
Cell/Allowance								Y				Y	Y		Y	Y		Y	Y
PTO (Paid Time Off) Bank														Y	Y	Y		Y	
Dependent Care Assistance	Y				Y	Y	Y	Y		Y		Y	Y	Y		Y		Y	
Vehicle Allowance		Y		Y	Y	Y		Y				Y	Y	Y	Y	Y	Y	Y	
Wellness/Fitness	Y	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y	Y
Fruit & Vegetable Discounts	Y				Y	Y	Y	Y	Y			Y	Y		Y	Y	Y		

Blanks or n/a indicate unknown or not listed as a benefit.

In addition to benefits provided to active employees, LAUSD also offers district-sponsored benefits that carry over into retirement. The comparison organizations also provided information about the benefits offered to retirees, as shown in **Exhibit 4-8**. REDACTED and most of the comparison organizations offer retirees health insurance, dental insurance, and vision insurance.

Exhibit 4-8: Benefits Offered to Retirees

BENEFIT																			
Health Insurance for Retirees Under 65	Y	Y	Y	Y		Y				Y	Y	Y		Y	Y	Y	N/A		Y
Health Insurance for Retirees Over 65 *(Medicare Parts A & B)*	Y	Y	Y	Y		Y				Y	Y	Y		Y	Y	Y	N/A		Y
Health Insurance for Retirees Over 65 *(Medicare Parts B)*	Y	Y	Y	Y		Y				Y	Y	Y		Y	Y	Y	N/A		Y
Dental Insurance	Y	Y	Y	Y		Y				Y		Y		Y		Y	N/A		
Vision Insurance	Y	Y	Y	Y		Y				Y		Y		Y		Y	N/A		
Survivor Health Benefits	Y					Y										Y	N/A		
Diabetic Supply Coverage	Y					Y										Y	N/A		

Blanks or n/a indicate unknown or not listed as a benefit.

Benefit Findings & Considerations

Below provides a summary list of the findings from this benefits comparative review and a list of considerations for REDACTED to strengthen its benefits offerings, if desired.

Findings:

REDACTED

REDACTED

Considerations:

Below are a few considerations for strengthening the District's current benefits offerings, if desired.

REDACTED



- REDACTED

4.2 MARKET REVIEW AND RESULTS

This chapter section provides an overview of the market review process, a summary of the benchmark market data and findings, recommendations for market adjustments, and cost estimates and strategies for implementing the proposed adjustments.

Benchmark Selection and Market Review

Establishing benchmarks enables organizations to assess whether their compensation system is up-to-date, equitable, market competitive, and aligned with industry trends and the organization's needs and market goals. A salary benchmark is a reference point used to compare the compensation of a specific job or role against industry standards, market rates, or similar positions within a region or organization. Selecting job benchmarks for market salary analysis involves identifying comparable roles across industries or within the same sector to ensure fair and competitive compensation aligned with market trends, aiding in attracting and retaining talent.

MGT reviewed all REDACTED positions to determine appropriate benchmark comparisons. The benchmark selection process starts by defining a job's scope, responsibilities, and required qualifications, then comparing the job to similar positions in the market using reputable sources, such as salary surveys or compensation databases. Benchmarks for REDACTED positions were selected from the two identified market data sources for this study's review (1. Salary.com CompAnalyst database, and 2. MGT's Custom Market Survey) and according to the agreed upon recruitment market scopes (see **Section 2.2** for details on the selected data sources and recruitment markets). Benchmarks help determine the typical pay or pay range for a given position based on key factors, such as job level, skills, experience, and scope of responsibility. Jobs are benchmarked based on job content (i.e., core duties, minimum qualifications, etc.) rather than title alone, as sometimes existing job titles in organizations are outdated or inaccurate.

Generally, market benchmarks in classification and compensation studies reflect the overall market annual average salary of incumbents in a classification. Dependent on market data availability, other market salaries may also be referenced, including the market range minimum, midpoint, and maximum salary rates, to determine appropriate placement in an organization's pay plan. Through a detailed compilation and comprehensive review of determined competitive markets, one can establish a general guide to assess market conditions. In reviewing ITS positions, a considerable amount of data was generated to select appropriate position benchmarks to conduct comparisons and provide recommendations for market adjustments.

Market Review Results

MGT assessed REDACTED positions for market competitiveness by using the benchmarks' market salary value in comparison to the REDACTED position's current assigned pay range midpoint to determine if the range was above, aligned, or below market. A database of all benchmark data reviewed during the study was provided to the REDACTED HR Office for reference and to support implementation and future maintenance and administration. This benchmark data is provided in the appendices of this report.

- **Appendix Q** provides a summary of the benchmark data and market analysis for data from the Salary.com CompAnalyst data source. It includes a summary chart of the market data and findings, a detailed table of all benchmark data reviewed, and a summary of the CompAnalyst benchmark job summaries.
- **Appendix R** provides a summary of the benchmark data and market analysis for data from the MGT Custom Market Survey data source. It includes a summary chart of the market data and findings, followed by wage table graphs by REDACTED position and a summary of the original collected market data.

The above-mentioned appendices include summary charts that list ITS classification titles, the given market data, the percentage above or below the market point, and a summary description of the finding and adjustment recommendation for that data source and the designated recruitment market scope. REDACTED

Market Data Review and Findings Summary Charts – Color Legend

	REDACTED
	REDACTED
	REDACTED
	Of the charts with sufficient data, this is the average of the Median value. Data unavailable.

A position found to be paid "at market" indicates alignment with the average market rate, suggesting competitiveness. "Above market" implies a position is paid above the average market rate and can compete more easily in more highly competitive industries or fields. A position found to be "below market" indicates that a position has fallen behind in keeping pace with its market rate, whether it be by general market changes over time or if the position has become more in-demand in the labor market.

IREDACTED

Exhibit 4-9: Market Comparisons Summary – Above, Aligned, or Below Market

Legend	Salary.com CompAnalyst	MGT Custom Market Survey
Above Market	5 job classes	6 job classes
At Market	57 job classes	8 job classes
Below Market	44 job classes	28 job classes

REDACTED

REDACTED

REDACTED

Market Adjustment Recommendations and Implementation

All benchmark data was assessed to determine which REDACTED positions needed a market adjustment to a new pay range. REDACTED positions that were found to be consistently behind market in both data sources were selected for market adjustment. REDACTED

REDACTED

1. REDACTED

Appendix S provides a summary of the market data and the proposed pay range adjustments regarding the above positions. IREDACTED



REDACTED

Once all positions were assigned to an appropriate pay range, MGT calculated implementation cost estimates for the adjusted positions. The implementation cost estimates provided in this report are based on the cost difference between a position's original pay range REDACTED

Exhibit 4-10: Implementation Cost Estimates by Position and Total Cost

Position Title	Adjustment Cost per Position (Step 5)	Number of FTEs	Total Adjustment Costs
	$ 1,788.30	2.00	$ 3,576.60
	$ 8,967.98	5.00	$ 44,839.89
	$ 4,857.60	2.00	$ 9,715.20
	$ 12,864.00	2.00	$ 25,728.00
	$ 15,045.12	n/a	vacant
	$ 41,376.48	1.00	$ 41,376.48
	$ 41,376.48	1.00	$ 41,376.48
	$ 780.24	4.00	$ 3,120.96
	$ 37,759.80	n/a	vacant
	$ 6,574.61	5.00	$ 32,873.05
	$ 6,972.48	6.00	$ 41,834.88
		28.00	$ 244,441.54

The estimates provided are based on the latest employee information provided to MGT by the REDACTED. Any employee data changes occurring after this date should be accounted for in the implementation plan prior to taking effect. ***It is recommended that employee salaries be either maintained at their current level or adjusted upward according to***

the proposed recommendations and policy guidance provided in this report, and that no employee salaries be reduced. MGT encourages the expeditious implementation of the proposed market adjustment recommendations proposed in this report as the recommendations are based on the most current competitive market data available. If the Division is unable to implement the proposed adjustments at one time due to budget concerns, MGT recommends that the following phase-in priorities be established:

1. All employees below REDACTED

From a strategic standpoint in the current recruitment climate, when employers face difficulties recruiting enough qualified candidates to fill vacancies, it may be necessary to pay more aggressively than at the median. REDACTED

Additional Consideration: Cost-of-Living Adjustments

As part of the market review, MGT's Custom Market Survey also queried the comparison organizations about their compensation policies relating to the administration of cost-of-living adjustments (COLA). COLA is an increase in salary or benefits designed to offset the impact of inflation and changes to employees in their cost of living over time. COLA is typically applied to wages, pensions, or social security benefits to ensure that individuals maintain their purchasing power as the cost of goods, housing, healthcare, and other essentials rises. The adjustment is often calculated based on a specific inflation index, such as the Consumer Price Index (CPI), and varies by location to account for differences in regional living costs. Implementing COLA helps organizations keep compensation in line with economic conditions, ensuring employees' standard of living is preserved.

Exhibit 4-11 provides a summary of the comparison organization responses regarding whether a Cost-of-Living Adjustment is applied to their pay plans, and if so, how the adjustment is

applied. The three public organizations REDACTED

Exhibit 4-11: Policy Regarding Cost-of-Living Adjustments

ORGANIZATION	RESPONSE

Blanks or n/a indicate unknown or not listed as a benefit.

Additional Consideration: Remote and Hybrid Work Options

MGT's Custom Market Survey also queried the comparison organizations about whether they offered employees remote or hybrid work options. Both of these work options are increasingly popular as they cater to diverse employee needs and preferences, with many organizations nationwide adopting these models to attract and retain talent. **Exhibit 4-12** provides a summary of the comparison organization responses regarding whether they offer employees remote and/or hybrid work options. As shown, REDACTED



Exhibit 4-12: Availability of Remote and/or Hybrid Work Options

ORGANIZATION	REMOTE WORK OPTION	HYBRID WORK OPTION
REDACTED	X	X

Blanks or n/a indicate unknown or unavailable.

Additional Consideration: Future Administration of Pay Ranges

REDACTED

CHAPTER 5. ADMINISTRATION BEST PRACTICES

This chapter provides a summary of best practice guidelines for compensation maintenance and administration for consideration to support REDACTED

5.1 ADMINISTRATION BEST PRACTICES

Pay plans must provide for employee advancement through salary increases. Regardless of an organization's philosophy concerning advancement opportunities by way of promotions afforded to employees, it is essential that movements in the economy — and, more specifically, the labor market in which the organization competes — are addressed through salary increases and that career ladders are developed (i.e., the progression from entry-level positions to higher levels of pay, skill, responsibility, and/or authority). Salary administration procedures should be based upon organization funding levels and philosophies of pay. Although MGT cannot dictate a philosophy, it is recommended that a balance be achieved between compensation of individual employees and potential compensation to encourage recruitment and retention.

Compensation systems should be adjusted regularly based on the Consumer Price Index (CPI) and appropriate market data sources to maintain market competitiveness and adjust for inflation. Pay plan maintenance and related salary adjustments should be guided by market changes and be applied consistently throughout the compensation system, adjusting all salary ranges.

MGT recommends that compensation strategies of all organizations include provisions for both internal equity and external competitiveness. Internal equity, or the comparison of positions within an organization to ensure fair pay, is essential for both the maintenance of a sense of fairness and the morale of current employees. External competitiveness, or when the pay that workers in one organization receive is like that of other workers doing a similar job in other organizations, through annual compensation system improvements is essential for the organization to be able to retain current staff and recruit the most qualified new hires available. Both current employees and potential new hire recruits should be made aware of the salary, insurance benefits, paid leave provisions, and other benefits offered that constitute each employee's total compensation package. In addition, a systematic process for initial placement and advancement through salary increases in a classification's assigned pay grade according to established salary and compensation policies and procedures should be implemented and consistently maintained.

Initial Assignments

When employees are initially assigned to their new pay range assignment, they should be assigned to a salary amount on the new schedule that is equal to or greater than their current salary as market and longevity in their position dictate. The following guidelines may be used for determining employee salary:

- REDACTED

New Hires and Hiring at or Above Minimum Rate

Best practices recommend that employers hire new employees at the minimum of their assigned pay grade range. The pay grade and salary allocated to a classification should consider the necessary experience and qualifications to perform the position's duties. Exceptions to the minimum rule may be made if the individual's years of experience or qualifications/certifications exceed the minimum required, and/or if there is difficulty in recruiting qualified candidates. It is not unusual for organizations to hire candidates at or over the market rate in order to fill highly competitive positions; many organizations set a hiring range for this purpose. Extraordinary hiring criteria or circumstances may include the following:

- REDACTED

In addition to the candidate's qualifications and competitiveness of the recruitment market, other factors that should be considered relative to determining an appropriate starting salary

include comparable internal salaries and/or positions (internal equity), the turnover history of the classification, and the salary expectations of the potential employee. Salary assignments should be determined according to established rules for both initial placement of new hires and for the annual review and/or advancement through promotions of current employees. For example, organizations may set a 5 percent or 10 percent increase to the hiring rate to acknowledge a new hire's degree level or additional years of experience over the minimum qualifications. The supervisor or department head must submit written justification to Human Resources for making the recommendation to hire at a higher salary amount than the pay grade's minimum rate.

All new hires should meet the minimum qualifications listed for their classification. If there is difficulty with recruiting or identifying suitable qualified candidates for a position, an acting, temporary, or interim assignment for the best qualified current employee available may be utilized. The department head must submit written justification to Human Resources for making this recommendation, and the salary assignment should be adjusted accordingly.

Salary Advancement

Salary advancement within a pay grade is commonly based upon longevity and/or merit. Merit pay rewards an employee's performance while longevity pay can reward an employee's length of service. A merit policy and related salary advancement is determined by annual performance evaluations. If an employee achieves a "satisfactory" or higher rating, the employee should be considered for a salary increase or bonus based upon approved standards. Salary advancement should be considered at least on an annual basis in alignment with an employee's performance evaluation and follow established Human Resources' policies and procedures. Longevity pay is a useful tool for encouraging retention at an organization. Salary advancement according to an organization's longevity policy can be implemented regardless of an employee's performance evaluation rating.

Promotion

A promotion is defined as an assignment to a higher-level position with increased responsibilities and job duties for which the candidate is qualified. All job vacancies should be posted according to approved policies and procedures, and the most qualified candidates should be selected. Promotions may be either inter- or intra-departmental, within a job family, or to a position outside the employee's current career ladder. Commonly, if an employee's salary does not increase by at least 5 percent with the new responsibilities, the employee's move to the new position would be considered a reassignment or transfer instead of a promotion (also see **Reassignments/Transfers**). Promotions must be approved by the affected department head(s) and Human Resources, and in every case should involve an increase in duties and responsibilities and should not be made merely for affecting an increase in compensation.

A promoted employee should REDACTED

REDACTED

Demotion

A demotion is the assignment of an employee to a position in a lower classification, with a lower maximum salary, than the classification from which the employee was previously assigned. Demotion is normally due to the removal of higher-level duties and responsibilities, organizational restructuring, or the inability of the employee to assume or perform duties of the position. A supervisor may recommend the demotion of an employee. Approval to demote an employee should be dictated by personnel rules, and the recommendation for a demotion should be made in writing, citing the reasons.

The following guidelines may be referenced for determining salary for demoted employees:

- REDACTED

Supplemental Pay

Supplemental pay is usually given to employees who hold certifications not required for their position, for undesirable work hours or shifts, as hazard pay, or when employees are assigned duties that demand a considerable number of hours outside their normal duties. Supplemental pay may be given in cases of temporary work assignments or for additional duties that do not fall under another classification and that significantly increase the employee's workload by 50% on average, per industry standards.

Supplemental pay is often given to employees who are assigned to special projects or in which the responsibilities and duties of a position expand but do not alter the minimum qualifications or nature of the position's work, in which case would merit a review for possible reclassification, such as in instances in which the additional duties are not short-term or temporary. Supplemental pay rates vary across organizations and are typically tailored to an organization's specific needs and financial flexibility. The method of supplemental pay chosen by an



organization should take into consideration the number of employees eligible for supplemental pay and available funding for the supplemental pay program.

Typically, supplemental pay schedule(s) adopt one of the following methods:

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Supplemental pay is generally issued for the duration of the additional assignment or for the life of the certificate held by certified employees. Some organizations design their flat-rate supplemental pay systems into grades to provide supplemental pay based on an employee's years of service. Any supplemental pay policy and/or schedule should be reviewed and approved on an annual basis.

Reassignments/Transfers

A reassignment or transfer is the non-competitive movement of an employee from their current position to another position within an organization for non-disciplinary reasons without demotion or promotion. Reassignments can be voluntary or involuntary (initiated by the employee versus by the organization or department).

- Voluntary reassignment, or transfer, involves moving an employee laterally from their current position to a position at the same classification level in either the same or another department. An employee may request a transfer to another position for a variety of reasons, such as to enter a different career ladder, join a different department or area of focus, or to pursue a new work-life balance (e.g., transferring to a position requiring less travel).
  - REDACTED

An employee may submit a written request for consideration for a voluntary reassignment to another department or position in the organization for which they are qualified if a position is vacant or there is a need. Final approval should be obtained from the



department head and Human Resources, according to established policies and procedures.

- Involuntary reassignment refers to a reassignment initiated by an agency against an employee's will and without the employee's consent for reasons other than for causes of misconduct, delinquency, or inefficiency. There are a variety of reasons for involuntary reassignments that include, but are not limited to, the good of the employee, the best interests of the organization, and/or other defensible actions based on the judgment of its leaders.
  - REDACTED

Involuntary reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in a different pay grade, the employee's salary should be adjusted according to the position's pay grade range and be adjusted per the organization's longevity and merit policies.

Reassignments Under Reduction-in-Force

Employers often allow reassignments after initiating a reduction-in-force, in which employees are offered reassignment to a different vacant position instead of being laid off or furloughed.

Reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in which the position is in a different pay grade, the employee's salary should be adjusted according to the given position's pay grade and organizational policy.

Classification Creation and Reclassification

Organizations treat the development of new classifications and reclassifications in several ways. Classification creation or reclassification can take place when the work performed changes substantially over time, when new technology is introduced, or the mission of an organizational unit is modified in response to changing legislation or changing service



demands. The need for a new or revised classification can also occur when organizational demands or job duties change through design or evolution.

Classification creation and reclassifications are generally initiated through the Office of Human Resources but may also be initiated at the request of an individual or their supervisor. If an individual or supervisor initiates a request for creation or reclassification, it is usually accompanied by written supporting documentation. Reclassification should also consider other positions within the overall classification system and should not be determined independently of these positions and without consideration to the department and organizational hierarchy.

When a reclassification or new classification request is received or initiated by the Office of Human Resources, a Job Content Questionnaire (JCQ), or other authorized survey document to understand an employees' job duties and requirements, should be completed by the supervisor and/or all incumbents holding the same job title, as applicable. Key questions concerning the job should be answered to assist in determining the proper level within the overall pay and classification system. For reclassifications, the position audit results should be compared to the current position description for the various classification levels to determine the correct classification assignment.

If it is determined that a creation or reclassification is justified, the Office of Human Resources should approve and authorize the change. Current employees in reclassified positions should either maintain their current salary or be adjusted to a salary in the assigned pay grade for the reclassified position per organizational policy. Reclassification is not considered the same as a demotion, and therefore, an employee's salary should either be maintained at its present level or increased according to the reclassified position's pay grade and organizational policy for moving employees along the pay line of their pay grade. If the reclassified position's pay grade indicates a lower salary, the current employee's salary should be maintained and adjusted over time per organizational policy and not be reduced due to reclassification. This may mean that the employee's salary is temporarily frozen at its present level until movement in the assigned pay grade is allowed per an organization's longevity and merit policies.

Compression

Areas of compression within pay structures can occur over time or in response to pay range updates, in which there is little difference, or distance, between a lower pay grade and a higher pay grade (i.e., there is little difference in pay and earning potential of an employee and director supervisor, or between new hires and long-term employees). Modeling the structural and financial impacts of various approaches for wage shifts to an existing salary structure, as well as for those organizations without a formal pay structure, is critical to the success of any wage increase and to understand the ripple effects of making the adjustment, which will vary by organization.

Following any pay plan adjustments, pay ranges should also be assessed for possible compression. Compression can lead to employees acquiring salaries that are comparable or surpass those salaries of positions with higher qualifications or supervisory authority.



Actions that can reduce instances of compression:

- REDACTED

Organizations should be proactive in addressing compression concerns to avoid higher costs for correction in the future. Pay compression can be relieved in a few limited ways. Assessing an employee's placement within a pay range by time in position, which can indicate if newer employees are approaching, matching, or surpassing employees with longer tenure, can indicate areas of or at-risk for compression. Supervisor pay may also be compared to REDACTED

Administration and Maintenance of Pay Plans

Salary systems should be adjusted annually, or at least biennially if annually is not feasible, based on the Consumer Price Index (CPI) and appropriate market data sources to maintain market competitiveness and adjust for inflation and changing recruitment markets. The guidelines outlined in this section may be utilized for salary maintenance and administration of the proposed salary schedule. These guidelines should be applied according to base pay salary, not including additional pay received as bonuses, supplements, or pay for additional assignments. In all cases in which a computed salary is greater than the top pay within the new pay grade, the salary may be frozen at the maximum salary until subsequent adjustments are made to the salary schedule that would allow increases, or as dictated by internal policy regarding employees who reach the maximum of their assigned pay grades. REDACTED

APPENDIX A:

Module I: Detailed Project Work Plan

MODULE I WORK PLAN

WORK PLAN TASKS	
TASK 1.0:	Conduct Initial Meetings & Finalize Project Work Plan
TASK 2.0:	Develop & Implement a Communications Strategy; Hold Orientation Sessions
TASK 3.0:	Review Existing Classification & Compensation System
TASK 4.0:	Gather & Evaluate Current Organizational & Employee Job Data
TASK 5.0:	Identify Relevant Recruitment Market(s)
TASK 6.0:	Conduct Market Survey(s) & Benchmark All Positions
TASK 7.0:	Revise & Prepare Job Descriptions as Needed to Align with Industry Standards
TASK 8.0:	Develop Compensation & Classification System; Present Report
TASK 9.0:	Develop Implementation Strategies
TASK 10.0:	Provide Ongoing Assistance

Task 1.0: CONDUCT INITIAL MEETINGS & FINALIZE PROJECT WORK PLAN

OBJECTIVE(S)	PROJECT DELIVERABLE(S)
▪ To meet with the designated REDACTED Project Officer (Project and other key staff as determined by the Project Officer, to gain a comprehensive and mutual understanding of the project's background, goals, and scope. ▪ To identify, in more detail, REDACTED specific objectives expectations for the study, other specific needs and concerns, the level of staff involvement required, and the strategies to be employed during the study. ▪ To ensure MGT's team has a solid understanding of the (ITD)'s present compensation system and the system's strengths and weaknesses. ▪ To make any needed modifications to the work plan, expected outcomes, or timeline to ensure all parties agree regarding the scope and project goals. ▪ To agree upon a work plan, timeline, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.	▪ Revised work plan and timeline. ▪ Data Request Checklist

Work Activities

1.1 Meet with the designated Project Officer and key client staff members (as appropriate) to accomplish the following:

- Review the technical approach and work plan to make any necessary modifications.
- Finalize the project schedule and assign initial responsibilities.
- Determine how and when to best communicate project activities with the Project Officer, REDACTED staff, and administration, as appropriate.

APPENDIX B:

Pre-Study/Current Grade Order List

Pre-Study/Current Grade Order List, 2023-2024

Note: Pay annualized.

Min/Step 1	Step 2	Mid/Step 3	Step 4	Max/Step 5	Position Title
$ 58,407.54	$ 61,568.00	$ 65,099.26	$ 68,515.20	$ 72,292.77	REDACTED
$ 58,408.83	$ 61,568.00	$			
$ 61,562.65	$ 65,000.00	$			
$ 62,967.65	$ 66,393.60	$			
$ 65,205.84	$ 68,827.20	$			
$ 68,559.05	$ 72,363.20	$			
$ 69,154.30	$ 72,841.60	$			
$ 75,598.10	$ 79,747.20	$			
$ 79,680.95	$ 84,011.20	$			
$ 80,240.33	$ 84,718.40	$			
$ 82,403.63	$ 86,923.20	$			
$ 82,696.81	$ 87,297.60	$			
$ 84,223.32	$ 89,031.48	$			
$ 84,449.40	$ 89,227.20	$			
$ 84,453.95	$ 89,107.20	$			
$ 84,884.65	$ 89,544.00	$			
$ 85,504.91	$ 90,188.80	$			
$ 87,137.52	$ 91,998.40	$			
$ 87,974.37	$ 92,768.00	$			
$ 89,157.52	$ 94,057.60	$			
$ 89,981.04	$ 95,075.28	$			
$ 93,340.33	$ 98,467.20	$			
$ 93,604.83	$ 98,758.40	$			
$ 94,852.26	$ 100,297.60	$			
$ 94,852.35	$ 100,297.60	$			
$ 95,112.26	$ 100,339.20	$			
$ 95,728.92	$ 101,046.40	$			
$ 96,112.49	$ 101,379.20	$			
$ 96,472.04	$ 101,795.20	$			
$ 96,653.32	$ 101,920.00	$			
$ 96,996.91	$ 102,440.00	$			
$ 97,063.89	$ 102,523.20	$			
$ 97,169.40	$ 102,670.80	$			
$ 97,170.36	$ 102,671.40	$			
$ 97,409.52	$ 102,880.44	$			
$ 97,893.96	$ 103,395.12	$			

APPENDIX C:

Stakeholder Focus Group and Interview Agenda/Guide

Stakeholder Focus Group and Interview Agenda/Guide

- **Introductions**
  - Name, overview of the group you lead/functions

- **Guiding Topics and Questions**

  - **Recruitment/Retention**
    - Recruitment
      - Any hard to recruit positions? Which ones?
      - Why? (pay? lack of quality candidates?)
      - Which key skills are lacking in job candidates?
      - Recruitment area – where they recruit from
      - Feedback on recruitment processes and present strategies (clarity, ease of process, timeliness, etc.)

    - Retention/Vacancies
      - High turnover positions?
      - Repeat vacancies for a specific job title?
      - Reasons for departure / where do they go?
      - Vacancies open the longest?
      - Why do employees stay? (benefits, culture, etc.?)

  - **Job Titles**
    - Any outdated or inaccurate job titles?
    - Multiple roles under a single job title?

  - **Current Pay/Ranges**
    - Hiring rates – sufficient/attractive for candidates?
    - Maximum salaries of pay ranges – any topping out?
    - Compression?

  - **Additional Data Collection**
    - Other staff we should survey? (Management Survey) Roles/levels

APPENDIX D:

Stakeholder Management Survey Copy

Stakeholder Management Survey Copy
REDACTED

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MGT CONSULTING

SURVEY SUBMISSION

When you have completed your survey, please select "**SUBMIT AS FINAL**" below and click the "**Next**" button to submit your survey responses.

If you wish to edit or review any of your responses, you may go back to previous questions by using the "**Back**" button.

○ **SUBMIT AS FINAL**

You will NOT be able to go back and change your responses once this option is selected and submitted.

BACK NEXT

8

APPENDIX E:

Salary.com CompAnalyst Market Data Summary

Class Code	Class Title	Proposed Class Title	Salary.com CompAnalyst Code	Salary.com CompAnalyst Title	National All Industry/ All Sizes	Los Angeles, CA All Industry/ All Sizes	National All Industry/ $5B-$50B	Los Angeles, CA All Industry/ $5B-$50B
1024					$ 179,300.00	$ 179,300.00	#N/A	$ 215,350.00
1055					$ 155,600.00	$ 174,300.00	$ 171,900.00	$ 185,650.00
1073					$ 101,000.00	$ 101,000.00	#N/A	$ 117,100.00
1074					$ 101,000.00	$ 101,000.00	#N/A	$ 117,100.00
1148					$ 54,100.00	$ 54,100.00	#N/A	$ 63,250.00
1160					$ 125,900.00	$ 142,000.00	$ 129,900.00	$ 148,750.00
1163					$ 183,100.00	$ 183,100.00	#N/A	$ 215,650.00
1164					$ 199,400.00	$ 214,600.00	$ 161,933.33	$ 228,700.00
1166					$ 206,900.00	$ 230,100.00	$ 135,633.33	$ 243,900.00
1167					$ 202,200.00	$ 202,200.00	#N/A	$ 236,300.00
1168					$ 185,300.00	$ 185,300.00	#N/A	$ 221,050.00
1172					$ 104,000.00	$ 114,600.00	$ 146,633.33	$ 118,400.00
1173					$ 125,900.00	$ 136,700.00	$ 106,233.33	$ 142,300.00
1175					$ 115,300.00	$ 131,000.00	$ 164,900.00	$ 136,800.00
1179					$ 117,800.00	$ 117,800.00	#N/A	$ 137,300.00
1184					$ 124,800.00	$ 124,800.00	#N/A	$ 142,250.00
1185					$ 189,600.00	$ 208,000.00	$ 106,633.33	$ 231,000.00
1186					$ 207,100.00	$ 207,100.00	#N/A	$ 251,450.00
1190					$ 133,400.00	$ 133,400.00	#N/A	$ 158,550.00
1193					$ 125,900.00	$ 125,900.00	#N/A	$ 148,750.00
1198					$ 150,000.00	$ 150,000.00	#N/A	$ 176,500.00
1200					$ 129,100.00	$ 129,100.00	#N/A	$ 146,350.00
1201					$ 192,100.00	$ 214,100.00	$ 111,733.33	$ 230,100.00
1202					$ 140,700.00	$ 140,700.00	#N/A	$ 167,200.00
1203					$ 120,800.00	$ 120,800.00	#N/A	$ 138,200.00
1208					$ 198,200.00	$ 198,200.00	#N/A	$ 225,700.00
1210					$ 205,800.00	$ 205,800.00	#N/A	$ 244,750.00
1214					$ 156,500.00	$ 156,500.00	#N/A	$ 183,100.00
1234					$ 113,700.00	$ 113,700.00	#N/A	$ 131,550.00
1244					$ 96,200.00	$ 96,200.00	#N/A	$ 113,350.00
1252					$ 129,400.00	$ 129,400.00	#N/A	$ 149,550.00
1918					$ 324,000.00	$ 369,100.00	$ 126,100.00	$ 489,200.00
1994					$ 157,600.00	$ 157,600.00	#N/A	$ 194,350.00
1995					$ 133,700.00	$ 133,700.00	#N/A	$ 154,950.00
2108					$ 140,900.00	$ 157,900.00	$ 99,833.33	$ 166,450.00
2138					$ 85,400.00	$ 96,200.00	$ 89,066.67	$ 99,150.00
2171					$ 90,500.00	$ 102,600.00	$ 92,266.67	$ 105,000.00
2211					$ 94,300.00	$ 94,300.00	#N/A	$ 112,150.00
3031					$ 103,600.00	$ 116,300.00	$ 80,966.67	$ 120,650.00
3522					$ 115,600.00	$ 115,600.00	#N/A	$ 134,750.00
3523					$ 114,000.00	$ 128,000.00	$ 159,933.33	$ 131,600.00
3526					$ 94,400.00	$ 94,400.00	#N/A	$ 111,000.00
3532					$ 104,200.00	$ 116,800.00	$ 404,400.00	$ 120,650.00
3534					#N/A	#N/A	#N/A	#N/A
3538					$ 95,000.00	$ 95,000.00	#N/A	$ 110,000.00
3544					$ 91,000.00	$ 100,700.00	$ 119,233.33	$ 106,250.00
3557					#N/A	#N/A	#N/A	#N/A
3588					$ 122,800.00	$ 138,200.00	$ 204,600.00	$ 146,400.00
3593					$ 83,800.00	$ 83,800.00	#N/A	$ 98,700.00
3594					$ 101,300.00	$ 101,300.00	#N/A	$ 123,350.00
3800					#N/A	#N/A	#N/A	#N/A
3804					$ 107,600.00	$ 107,600.00	#N/A	$ 125,300.00
3806					$ 89,200.00	$ 89,200.00	#N/A	$ 103,150.00
3807					$ 124,700.00	$ 124,700.00	#N/A	$ 145,650.00
3810					$ 116,700.00	$ 116,700.00	#N/A	$ 138,600.00
3813					#N/A	#N/A	#N/A	#N/A
3815					$ 74,100.00	$ 74,100.00	#N/A	$ 85,050.00
3823					$ 128,900.00	$ 144,800.00	$ 133,000.00	$ 149,900.00
3830					$ 87,100.00	$ 98,200.00	$ 89,700.00	$ 101,200.00
3860					$ 86,000.00	$ 96,100.00	$ 145,366.67	$ 102,300.00
3862					$ 89,000.00	$ 89,000.00	#N/A	$ 103,350.00
4729					$ 129,500.00	$ 129,500.00	#N/A	$ 152,200.00
4786					$ 125,700.00	$ 141,200.00	$ 112,766.67	$ 146,800.00

APPENDIX F:

MGT Custom Market Survey Copy

APPENDIX G:

MGT Custom Market Survey Results

APPENDIX H:

Proposed Classification Consolidations

Proposed Consolidations

Current Class Code	Current Job Title	Proposed Consolidation	Rationale

APPENDIX I:

Proposed Classification Title Updates

Proposed Job Titles + Rationale

Red font indicates proposed changes. Blue highlight indicates consolidation.

Current Job Title	Proposed Job Title	Rationale

APPENDIX J:

FLSA Designations

Proposed Job Titles + FLSA Status

Red font indicates proposed changes.

Current Job Title	Proposed Job Title	Current FLSA	Proposed FLSA	Exemption Category, as applicable
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		Exempt	Exempt	Executive
		N/A	Exempt	Professional
		Exempt	Exempt	Professional
		N/A	Exempt	Professional
		N/A	Non-Exempt	N/A
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Exempt	Computer
		N/A	Non-Exempt	N/A
		Exempt	Exempt	Computer
		N/A	Exempt	Professional
		Exempt	Exempt	Professional
		N/A	Exempt	Professional
		Exempt	Exempt	Professional
		N/A	Exempt	Computer
		Exempt	Exempt	Executive
		Exempt	Exempt	Professional
		Exempt	Exempt	Professional
		N/A	Exempt	Professional
		Exempt	Exempt	Professional
		Exempt	Exempt	Professional
		Exempt	Exempt	Professional
		N/A	Exempt	Professional
		Exempt	Exempt	Professional
		Exempt	Exempt	Professional

APPENDIX K:

Job Family Categories and Definitions

Appendix A – ITS Job Family Categories and Definitions

Job Family	Definition
Customer Support & Service	The delivery and operations of customer services to support, inform and cultivate business using a variety of methods including call center, field service. Customer support functions and specialties includes technical and non-technical support, call center management and support operations, customer experience improvement and retention, field service operations.
Data Management	Work that involves the planning, development, implementation, designing and administration of IT systems for the acquisition, storage, and retrieval of data.
Engineering Design & Development	Engineering activities to research, design, develop, test, package, manufacture, and implement products, services and equipment. Covers standard and specialized engineering disciplines including aerospace, biomedical, ceramics, chemical, civil, control, corrosion, digital design, electrical, electronic, embedded/firmware, general engineering, equipment, hardware, industrial, manufacturing, materials, mechanical, nuclear, packaging, process, production, provisioning, quality, R&D, RF, structural, telecommunication, tooling, transportation, reliability/verification.
Information Technology	IT planning, management and implementation. Systems, equipment, security, support, and training. Infrastructure and network planning and administration.
Legal	Legal practice with specialties including tax, patent, IP, employment law. Paralegal and legal support services. Compliance and contract administration
Management & Business Leaders	Leaders of a specific business segment (parent company, division, subsidiary, region) responsible for overall operations and results for that segment.
Network and Telecommunications	Work that involves the planning, analysis, design, development, testing, configuration, installation, implementation, integration, maintenance, and/or management of networked systems used for the transmission of information in voice, data, and/or video formats.
Project Management	Project and program management roles, including project accounting, engineering, planning, controls, administration. Project specializations include IT, Construction, Health records and ERP systems.
Security	Work that involves ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, and tools.
Software Design & Development	Application development and analysis, web design and development, integration engineering, product management, UI/UX design, software quality assurance, systems application development, development project management, release engineering, dev-ops.

APPENDIX L:

Position Job Family Assignments

Appendix B - Proposed Position Job Family Assignments

Job Family	Position

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APPENDIX M:

Position Qualifications Matrix

Appendix M - Position Qualifications Matrix

Job Family	Class Title	Proposed Class Title	Required Education (ex. Bachelor's Degree)	Required Experience (ex. 3 years of experience)	Required Supervisory Experience (ex. 2 years of experience)	Required Certifications/Licenses (List those required)

APPENDIX N:

Career Level Groupings by Job Family

Appendix N - REDACTED ITS Positions & Proposed Career Level Groupings

Job Family	Proposed Class Title	Level by Grouping
Customer Support & Service		Mid-Career
		Mid-Career
		Late Career
		Mid-Career
Data Management		Mid-Career
		Late Career
		Early Career
		Mid-Career
Engineering Design & Development		Early Career
		Early Career
		Early Career
		Mid-Career
Information Technology		Early Career
		Early Career
		Mid-Career
		Mid-Career
		Mid-Career
Legal		Early Career
Management & Business Leaders		Extended Career
		Extended Career
		Extended Career
		Extended Career
		Extended Career
		Late Career
		Late Career
		Extended Career
		Extended Career
		Late Career
		Extended Career

APPENDIX O:

Career Level Groupings by Department

Appendix O– REDACTED Positions & Proposed Career Level Groupings by Department

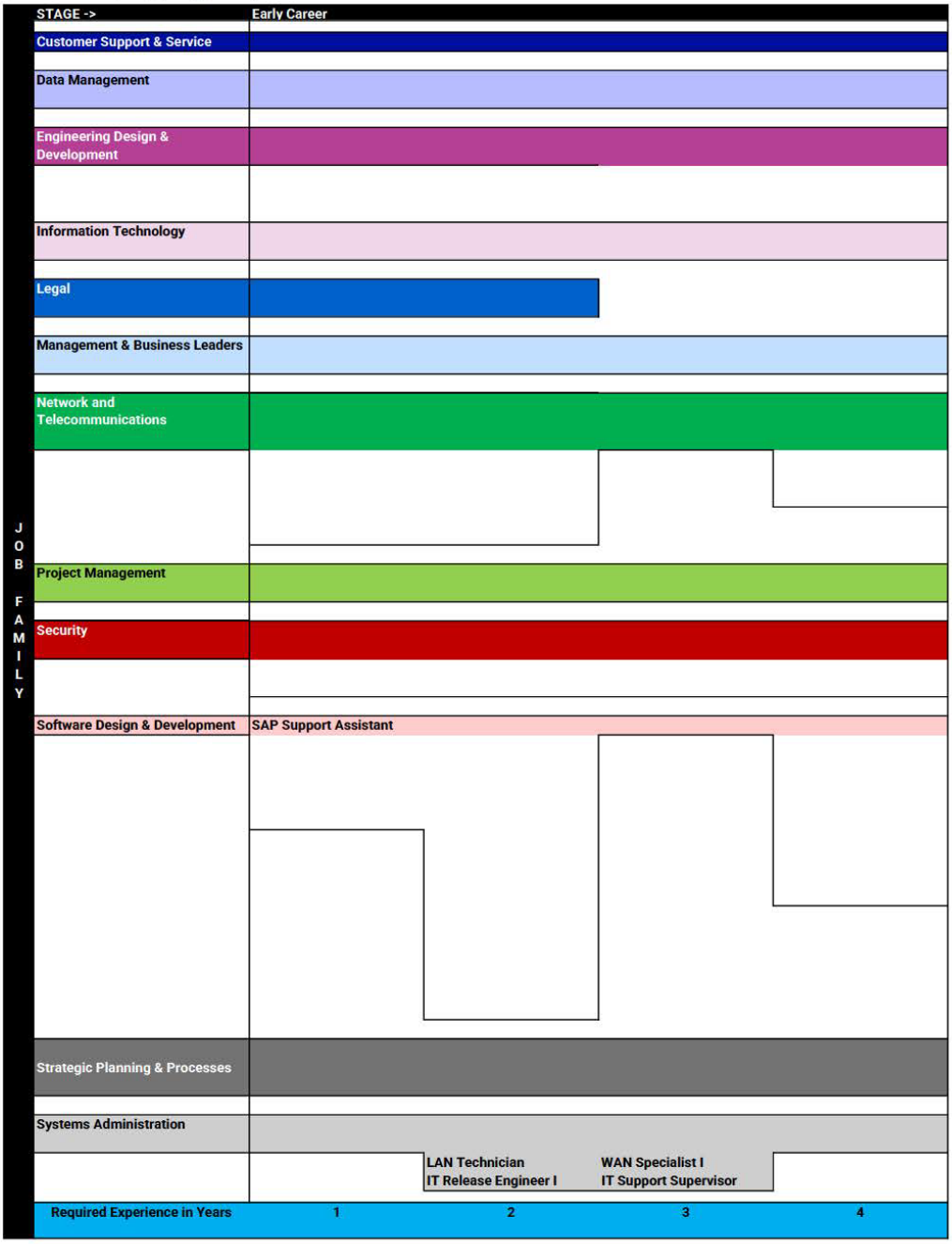
Department	Proposed Class Title	Level by Grouping
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Mid-Career
		Mid-Career
		Mid-Career
		Mid-Career
		Mid-Career
		Mid-Career
		Extended Career
		Early Career
		Early Career
		Early Career
		Early Career
		Mid-Career
		Late Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Early Career
		Mid-Career
		Mid-Career
		Mid-Career
		Mid-Career
		Extended Career
		Early Career
		Early Career
		Early Career
		Mid-Career
		Extended Career
		Extended Career
		Early Career
		Early Career
		Early Career
		Early Career
		Mid-Career
		Mid-Career
		Mid-Career
		Late Career

APPENDIX P:

Career Pathway Map

Appendix F – ITS Career Pathway Map

Career Pathway Map (Early Career)



APPENDIX Q:

Market Data and Analysis Summary – Salary.com CompAnalyst

Class Counts	Color Legend
3 Job Classes are above Median	REDACTED its peers' market.
57 Job Classes at Median	
44 Job Classes are below Median	
5 Job Classes with unavailable market data	Of the charts with sufficient data, this is the average of the Median value and/or market data is unavailable.

Class Code	Class Title	Proposed Class Title	REDACTED All Industry$5B-$50B	REDACTED Rate Relative to MEDIAN of Market at Mid-Range	Market Comparison Recommendations
3534			#N/A	#N/A	
3800			#N/A	#N/A	
3813			#N/A	#N/A	
3557			#N/A	#N/A	
4889			#N/A	#N/A	
3830			$101,200	12.85%	
4801			$125,800	7.96%	
4872			$81,750	6.80%	
3823			$149,900	6.70%	
1244			$113,350	5.68%	
4819			$57,250	4.48%	
4859			$92,650	3.37%	
4841			$94,500	3.02%	
1200			$146,350	2.68%	
1148			$63,250	2.57%	
1214			$183,100	2.12%	
4799			$100,400	1.88%	
4877			$111,000	1.46%	
3526			$111,000	1.08%	
4858			$109,350	0.97%	

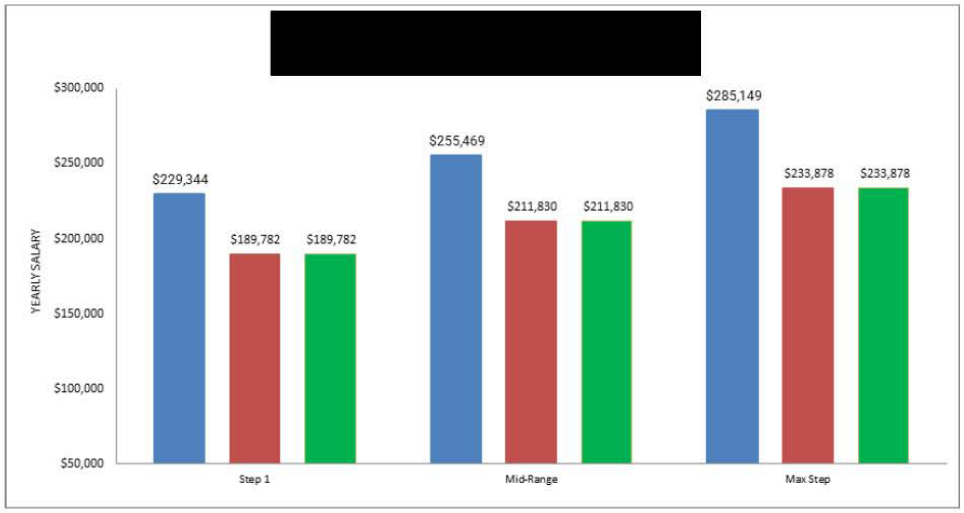
APPENDIX R:

Market Data and Analysis Summary – MGT's Custom Market Survey

Wage Data Table 1.1: CHIEF INFORMATION OFFICER

(Ranked descending on Mid-Range Rate/Yearly)

Rank	Agency	Identified Title	Min Rate	Mid Rate	Max Rate	Steps
1	REDACTED	REDACTED	229344	255469	285149	5
2	REDACTED		220728	220728	220728	
3	REDACTED		158835	202931	247027	
	Average		189782	211830	233878	
	Median		189782	211830	233878	



Findings:

- REDACTED

Recommendation:

- REDACTED

REDACTED	REDACTED			REDACTED		
	Match Title	Pay Grade Min	Pay Grade Max	Match Title	Pay Grade Min	Pay Grade Max
REDACTED						

APPENDIX S:

Positions for Market Adjustments

Salary.com CompAnalyst Market Data	Market Average	MGT Custom Market Survey Data	Market Minimum	Market Midpoint	Market Maximum	Notes/Recommendations
Further considerations due to adjustments above:						

APPENDIX T:

Implementation Cost Estimates

Position Title	Proposed Min/Step 1	Proposed Step 2	Proposed Mid/Step 3 (Market)	Proposed Step 4	Proposed Max/Step 5	Adjustment Cost per Position (Step 5)	Number of FTEs	Total Adjustment Costs
	$ 114,856.04	$ 120,997.09	$ 127,494.47	$ 134,306.20	$ 141,306.63	$ 1,788.30	2.00	$ 3,576.60
	$ 128,732.30	$ 135,679.54	$ 142,999.27	$ 150,669.67	$ 158,603.06	$ 8,967.98	5.00	$ 44,839.89
	$ 143,424.84	$ 151,298.64	$ 159,652.68	$ 168,339.72	$ 177,710.28	$ 4,857.60	2.00	$ 9,715.20
	$ 143,424.84	$ 151,298.64	$ 159,652.68	$ 168,339.72	$ 177,710.28	$ 12,864.00	2.00	$ 25,728.00
	$ 151,298.64	$ 159,652.68	$ 168,339.72	$ 177,710.28	$ 187,413.84	$ 15,045.12	n/a	vacant
	$ 183,612.00	$ 193,995.60	$ 204,967.08	$ 216,545.64	$ 228,790.32	$ 41,376.48	1.00	$ 41,376.48
	$ 183,612.00	$ 193,995.60	$ 204,967.08	$ 216,545.64	$ 228,790.32	$ 41,376.48	1.00	$ 41,376.48
	$ 185,231.76	$ 195,463.68	$ 206,148.00	$ 217,623.72	$ 229,570.56	$ 780.24	4.00	$ 3,120.96
	$ 181,684.08	$ 191,720.16	$ 202,199.76	$ 213,455.88	$ 225,173.64	$ 37,759.80	n/a	vacant
	$ 107,257.20	$ 112,935.31	$ 118,952.08	$ 125,347.37	$ 131,782.56	$ 6,574.61	5.00	$ 32,873.05
	$ 118,948.80	$ 125,311.80	$ 131,785.32	$ 138,755.52	$ 145,964.64	$ 6,972.48	6.00	$ 41,834.88
							28.00	$ 244,441.54

FEE PROPOSAL

Defined by Impact. Driven by People. Dedicated to the Community.

Based on MGT's understanding of the project and our previous experience, we propose completing this project for an **overall total cost of $183,964**. This includes all professional fees and other costs (travel costs as applicable, software fees, copying, shipping, etc.) as indicated in the budget. We will work with the City to adjust the project plan to fit your budget, should the need arise.

Exhibit 3. Proposed Cost by Task

Milestones and Tasks		Professional Hours	TOTAL ($)
1.0	Conduct Initial Meeting and Finalize Project Details	14	3,203
2.0	Implement a Communications Strategy	36	7,980
3.0	Review Existing Data and the Current Compensation System	26	5,837
4.0	Gather Employee Input and Job Data for Analysis	96	19,141
5.0	Identify Recruitment Market(s) and Conduct Market Survey(s)	128	25,449
6.0	Evaluate and Benchmark Positions	166	30,106
7.0	Update Job Descriptions as Needed	138	22,644
8.0	Gather Data and Conduct Benefits Comparisons	58	12,252
9.0	Conduct Market Review and Develop Compensation System	110	23,474
10.0	Develop Cost Estimates and Implementation Strategies	34	8,174
11.0	Prepare and Submit Draft and Final Reports	46	10,493
12.0	Conduct Project Management Activities	24	6,434
13.0	Provide Post-Study Support	20	4,637
	SUBTOTAL, Hours and Fees	**896**	**179,824**
	Travel Expenses	-	**0**
	Other Direct Expenses	-	4,140
	GRAND TOTAL, Hours and Fees		**$183,964**

REFERENCES

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	9770 Culver Boulevard, Culver City, CA 90232			
Contracting Agency/Client:	City of Culver, California			
Contact Name and Phone #:	Dana Anderson, Human Resources Director | (310) 253-5658			
Contact Email Address and Fax #:	dana.anderson@culvercity.org			
Contract Amount: $159,800.00	Start Date: June 15, 2023	End Date: May 6, 2024		
Project #2:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	3120 Stonecrest Boulevard, Suite 190, Stonecrest, Georgia 30038			
Contracting Agency/Client:	City of Stonecrest, Georgia			
Contact Name and Phone #:	Gia Scruggs, Acting City Manager | (770) 224-0200			
Contact Email Address and Fax #:	gscruggs@stonecrestga.gov			
Contract Amount: $55,280.00	Start Date:	February 28, 2023	End Date:	June 12, 2023
Project #3:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	150 E. Main Street, Hillsboro, Oregon 97123			
Contracting Agency/Client:	City of Hillsboro, Oregon			
Contact Name and Phone #:	Katie Jensen, Recruitment, Learning, and Development Manager | 503-681-6100			
Contact Email Address and Fax #:	katie.jensen@hillsboro-oregon.gov			
Contract Amount: $199,250.00	Start Date:	May 2023	End Date:	March 2024

FINANCIAL STABILITY/LITIGATION

MGT is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach.

MGT is not involved in any lawsuits in which our team is involved relative to the services performed or failed to perform over the prior five (5) years.

MGT does not have work in which our team has failed to complete in the last five years.

Dunn & Bradstreet: 020967659

Provided below are our two most recent financial statements:

MGT Intermediate, LLC
and Subsidiaries

September 30, 2023 and 2022

Consolidated Financial Statements and
Independent Auditor's Report



Table of Contents

Independent Auditor's Report 3-4

Consolidated Balance Sheets as of September 30, 2023 and 2022 5

Consolidated Statements of Operations for
the fiscal years ended September 30, 2023 and 2022 6

Consolidated Statements of Changes in Members' Equity for
the fiscal years ended September 30, 2023 and 2022 7

Consolidated Statements of Cash Flows for
the fiscal years ended September 30, 2023 and 2022 8

Notes to Consolidated Financial Statements 9-25

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Certified Public Accountants and Business Advisors
A Professional Association

INDEPENDENT AUDITOR'S REPORT

To the Members
MGT Intermediate, LLC and Subsidiaries
Tampa, Florida

Opinion
We have audited the accompanying consolidated financial statements of MGT Intermediate, LLC and Subsidiaries ("Company"), which comprise the consolidated balance sheets as of September 30, 2023 and 2022, and the related consolidated statements of operations, consolidated statements of changes in members' equity, and consolidated statements of cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of MGT Intermediate, LLC and Subsidiaries as of September 30, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of MGT Intermediate, LLC and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Experienced, resourceful and passionate about your needs

11201 Corporate Circle North, Suite 120 St Petersburg, FL 33716 www.lsandco.com Telephone: 727.579.0383 Fax: 727.570.8934

INDEPENDENT AUDITOR'S REPORT (Continued)

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

ls and company

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St. Petersburg, FL
February 20, 2024

MGT Intermediate, LLC and Subsidiaries
Consolidated Balance Sheets
As of September 30, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	$ 15,802,197	$ 8,498,850
Accounts receivable, net	32,505,502	26,981,173
Unbilled receivables	23,353,553	17,157,671
Other accounts receivable	757,450	1,061,084
Inventory	7,792,507	2,674,789
Prepaid expenses	2,364,657	1,913,553
Prepaid maintenance	3,030,939	3,342,111
Deferred contract costs	799,046	249,243
Total current assets	86,405,851	61,878,474
Property and equipment, net	4,210,817	2,889,979
Other assets:		
Right-of-use operating lease assets	2,820,375	-
Goodwill	124,297,389	98,628,512
Intangibles, net	30,226,870	35,064,385
Prepaid expenses, noncurrent	291,657	338,382
Prepaid maintenance contracts, noncurrent	1,565,384	1,735,511
Investment in unconsolidated affiliate	811,899	811,899
Note receivable	750,000	750,000
Deposits	125,961	124,211
Total other assets	160,889,535	137,452,900
Total assets	$ 251,506,203	$ 202,221,353
Liabilities and members' equity		
Current liabilities:		
Accounts payable	$ 20,891,618	$ 17,542,388
Accrued liabilities	24,085,705	22,810,599
Current portion of right-of-use operating lease liabilities	911,672	-
Deferred revenue	7,270,050	1,195,890
Current portion of long term debt	1,055,240	430,166
Contract liabilities, maintenance contracts	9,018,614	8,929,285
Total current liabilities	63,232,899	50,908,328
Long-term liabilities:		
Long-term debt, net of current portion	153,724,926	100,447,277
Accrued liabilities, long-term	15,657,704	21,582,436
Right-of-use operating lease liabilities, net of current portion	2,082,025	-
Contract liabilities, maintenance contracts, long-term	3,456,207	3,924,885
Total long-term liabilities	174,920,862	125,954,598
Total liabilities	238,153,761	176,862,926
Members' equity:	13,352,442	25,358,427
Total liabilities and members' equity	$ 251,506,203	$ 202,221,353

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.

MGT Intermediate, LLC and Subsidiaries
Consolidated Statements of Operations
For the Fiscal Years September 30, 2023 and 2022

	2023	2022
Revenue	$ 195,667,878	$ 101,653,208
Cost of goods and services		
Salaries and benefits	69,111,927	46,600,107
Cost of goods sold	72,000,710	26,835,371
Contract labor	15,626,381	9,491,509
Travel	3,255,847	2,121,423
Total cost of goods and services	159,994,865	85,048,410
Gross profit	35,673,013	16,604,798
General and administrative expenses		
Operating expenses	15,632,497	11,406,195
Occupancy	1,669,301	867,900
Depreciation and amortization	6,684,705	2,335,705
Ownership transaction costs	47,055,750	-
Total general and administrative expenses	71,042,253	14,609,800
Net operating income (loss)	(35,369,240)	1,994,998
Other income (expense)		
Other income	13,707	2,059
Other expense	(611,787)	(290,550)
Interest expense	(21,629,878)	(3,896,902)
Total other income (expense)	(22,227,958)	(4,185,393)
Net loss	$ (57,597,198)	$ (2,190,395)

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
6

MGT Intermediate, LLC and Subsidiaries
Consolidated Statements of Changes in Members' Equity
For the Fiscal Years September 30, 2023 and 2022

	Common Units
September 30, 2021	$ 17,119,794
Net loss	(2,190,395)
Units vested	728,190
Units issued	15,856,013
Units redeemed	(3,102,064)
Distributions	(3,053,111)
September 30, 2022	$ 25,358,427
Net loss	(57,597,198)
Units vested	328,832
Units redeemed	(216,007,676)
Equity from parent	261,270,057
September 30, 2023	$ 13,352,442

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
7

MGT Intermediate, LLC and Subsidiaries
Consolidated Statements of Cash Flows
For the Fiscal Years September 30, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	$ (57,597,198)	$ (2,190,395)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	6,753,012	2,508,723
Right-of-use operating leases	119,857	-
Allowance for doubtful accounts	57,038	10,567
Amortization of debt issuance costs	2,916,524	370,345
Common units vested	328,832	728,190
Change in operating assets and liabilities:		
Accounts receivable	(5,454,045)	(8,033,800)
Other accounts receivables	303,634	(953,655)
Unbilled receivables	(6,394,194)	(5,078,822)
Deferred contract costs	(549,802)	(103,427)
Prepaid expenses	(411,819)	(1,634,340)
Prepaid maintenance	481,300	(131,630)
Inventory	(5,117,719)	441,910
Deposits	-	(12,841)
Accounts payable	3,183,541	9,800,714
Accrued liabilities	15,079,162	5,039,555
Deferred revenue	6,056,331	299,388
Maintenance contracts	(379,349)	2,231,549
Net cash provided by (used in) operating activities	(40,624,895)	3,292,030
Cash flows from investing activities:		
Purchase of businesses, net of cash acquired	(32,234,263)	(96,861,108)
Acquisition earnout payments	(13,635,095)	(2,997,604)
Purchase of property and equipment	(3,271,902)	(1,670,925)
Net cash used in investing activities	(49,141,260)	(101,529,637)
Cash flows from financing activities:		
Principal payments on line of credit	-	(4,872,604)
Borrowings on line of credit	-	4,872,604
Borrowings on long-term debt	160,000,000	111,130,656
Proceeds from issuance of common units	-	15,856,013
Redemption of common units	(215,186,755)	(3,102,064)
Distributions to members	-	(1,053,111)
Debt issuance costs	(5,663,800)	(2,641,935)
Principal payments on long-term debt	(103,350,000)	(15,597,229)
Equity from parent	261,270,057	-
Net cash provided by financing activities	97,069,502	104,592,330
Increase in cash and cash equivalents	7,303,347	6,354,724
Cash and cash equivalents, beginning of period	8,498,850	2,144,126
Cash and cash equivalents, end of period	$ 15,802,197	$ 8,498,850

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
8

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

1. Description of Business

MGT Intermediate, LLC (MGT) along with its principal subsidiaries (MGT of America Consulting, LLC, Strategos Public Affairs, LLC (divested in November 2021), Cira Infotech, Inc., Eric Hall & Associates, LLC, Davis Demographics & Planning, Inc., Layer 3 Communications, LLC, Kitamba Management, Inc., Education Direction, LLC and Step By Step Learning, LLC), collectively called "the Company," is a leading social impact and performance solutions firm that serves state, local, education, technology, and commercial customers across the United States and abroad. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, the Company can impact communities for good through customer partnership by delivering these solutions through a "three-point stance" of technology, education, and performance offerings (see Note 10).

On April 10, 2023, MGT Intermediate, LLC's parent company changed from MGT of America, LLC to TVG-MGT Holdings, LP as part of a strategic partnership with The Vistria Group (Vistria). As part of this transaction, a majority of MGT of America, LLC's Class A common units with total voting rights were redeemed, which are included on the accompanying consolidated statements of changes in members' equity, along with the issuance of preferred units of TVG-MGT Holdings, LP, a majority of which are held by Vistria. With this change in control of the Company, the Equity Appreciation Rights plan was terminated (see Note 13). Transaction expenses resulting from this strategic partnership totaled approximately $47,056,000 for the year ended September 30, 2023.

2. Basis of Presentation and Consolidation

The accompanying audited consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and reflect the financial statement presentation and disclosure requirements thereunder. The consolidated financial statements include the accounts of MGT along with its subsidiaries as noted above. All significant intercompany transactions have been eliminated in consolidation.

3. Summary of Significant Accounting Policies Under US GAAP

Financial Instruments

The Company's financial instruments primarily consist of cash, accounts receivable, accounts payable, and debt. The fair value of cash, accounts receivable, and accounts payable approximate carrying value since they are relatively short-term in nature. The carrying value of debt approximates fair value due to either the length of maturity or existence of interest rates that approximate the prevailing market rates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents include cash or deposits with financial institutions and deposits in highly liquid money market securities. Deposits with financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor. Bank deposits at times may exceed federally insured limits. Amounts over the FDIC insurance limit as of September 30, 2023 were $14,078,852.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Accounts Receivable, Net

The Company carries its accounts receivable at face value less an allowance for doubtful accounts. The allowance for doubtful accounts is established to cover probable and reasonably estimable losses. The Company evaluates its accounts receivable and establishes an allowance for doubtful accounts based on historical experience, aging analyses, specifically identified troubled receivable balances that are past due and other currently available information, including macroeconomic factors. Uncollectible receivables are charged to bad debt expense when that determination is made. Bad debt expense for the years ended September 30, 2023 and 2022 was approximately $53,000 and $49,000, respectively. The allowance for doubtful accounts was approximately $114,000 and $57,000 for the years ended September 30, 2023 and 2022, respectively.

Inventory

Inventory is valued at the lower of cost (first-in, first-out method) or net realizable value with estimates of quantities and prices used in some cases. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation.

Property and Equipment, Net

Property and equipment are carried at cost, net of accumulated depreciation and amortization. Maintenance repairs and minor improvements are expensed as incurred. Depreciation is computed using the straight-line method of depreciation over the estimated useful lives of the assets as follows:

Technology equipment and software	3 to 5 years
Furniture and fixtures	3 to 10 years
Leasehold improvements	Term of lease

The Company reviews for impairment of long-lived assets in accordance with accounting standards. These standards require companies to determine if changes in circumstances indicate that the carrying amount of its long-lived assets may not be recoverable. If a change in circumstances warrants such an evaluation, undiscounted future cash flows from the use and ultimate disposition of the asset, as well as respective market values, are estimated to determine if an impairment exists. Management believes that there has been no impairment of the carrying value of its long-lived assets at September 30, 2023 and 2022.

Right-of-use Lease Assets and Liabilities

On October 1, 2022, the Company adopted Accounting Standard Update (ASU) 2016-02, *Leases* (ASC Topic 842). This ASU supersedes existing guidance on accounting for leases in ASC Topic 840, *Leases*. The standard requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. A lessee should recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use (ROU) asset representing its right to use the underlying asset for the expected lease term.

As part of the transition to the new standard, the Company was required to measure and recognize leases that existed at October 1, 2022 using a modified retrospective approach. For leases existing at the effective date, the Company elected the package of three transition practical expedients and, therefore, did not reassess whether an arrangement is or contains a lease, did not reassess lease classifications, and did not reassess what qualifies as an initial direct cost.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Right-of-use Lease Assets and Liabilities (continued)

The adoption of Topic 842 resulted in the recognition of operating ROU assets and operating lease liabilities of approximately $3,000,000 as of October 1, 2022.

At lease inception, the Company determines whether an arrangement is or contains a lease. ROU assets represent the Company's right to use leased assets over the term of the lease. Lease liabilities represent the Company's contractual obligation to make lease payments over the lease term. For operating leases, ROU assets and lease liabilities are recognized at the lease commencement date. The lease liability is measured as the present value of the lease payments over the lease term. The Company uses the risk-free discount rate to determine the present value of the lease payments. Lease terms may include renewal or extension options to the extent they are reasonably certain to be exercised. The assessment of whether renewal or extension options are reasonably certain to be exercised is made at lease commencement. Factors considered in determining whether an option is reasonably certain of exercise include, but are not limited to, the value of any leasehold improvements, the value of renewal rates compared to market rates, and the presence of factors that would cause a significant economic penalty to the Company if the option were not exercised. Lease expense is recognized on a straight-line basis over the lease term. The Company has elected not to recognize an ROU asset and obligation for leases with an initial term of twelve months or less. To the extent a lease arrangement includes both lease and non-lease components, the Company has elected to account for the components as a single lease component. The Company does not have any finance leases.

Goodwill and Intangible Assets, Net

Goodwill consists of the excess of purchase price over the fair value of identifiable net assets of companies acquired. In accordance with the Accounting Standards Codification ("ASC") 350 "Intangibles-Goodwill and Other", the carrying amount of goodwill and intangible assets is to be reviewed at least annually for impairment, and losses in value, if any, will be charged to operations in the period of impairment. Accounting Standards Update 2011-8 permits an entity to evaluate qualitative factors to assess whether impairment is more likely than not to have occurred. The test for impairment was completed for the fiscal years ended September 30, 2023 and 2022, and goodwill was determined not to be impaired.

Intangible assets are recorded at their estimated fair value at the date of acquisition. Intangible assets are amortized over their estimated useful lives, which range from three to ten years, using the straight-line method unless the asset is determined to have an indefinite life. Intangible assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Assets that are deemed to be potentially impaired are evaluated for recoverability based upon management's estimates of future discounted cash flows. If the carrying value exceeds the recoverable amount of the asset, the deficiency is recorded as an impairment loss. No intangible asset impairment charges were recorded for the fiscal years ended September 30, 2023 and 2022.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Investment in Unconsolidated Affiliate

Layer 3 Communications, LLC (Layer 3) has an investment in an unconsolidated affiliate that is measured at historical cost.

Debt Issuance Costs

Debt issuance costs represent costs incurred in connection with the issuance of long-term debt. Such costs are amortized over the term of the respective debt using the straight-line method (see Note 8). The unamortized debt issuance costs are reflected on the balance sheet as a direct deduction from the outstanding balance owed on the long-term debt.

Income Taxes

MGT's parent company primarily operates as a partnership for U.S. federal and state income tax purposes with a calendar year end. Two of MGT's subsidiaries (Cira Infotech, Inc. and Davis Demographics & Planning, Inc.) operate as C Corporations for federal and state income tax purposes with a calendar year end having minimal tax implications. Generally for partnerships, the tax liability related to income earned represents obligations of the individual members and has not been reflected in the consolidated financial statements. The Company accounts for uncertain tax positions, if any, in accordance with FASB Accounting Standards Codification 740. In accordance with these professional standards, the Company recognizes tax positions only to the extent management believes it is "more likely than not" that its tax positions will be sustained upon IRS examination. Management believes it has no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements for the years ended September 30, 2023 and 2022. The Company believes that its income tax filings positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's consolidated balance sheet, consolidated statement of operations or consolidated cash flows. Accordingly, the Company has not recorded any accruals for interest and penalties for uncertain income tax positions at September 30, 2023.

The Company's income tax returns are subject to examination by taxing authorities since its formation. At September 30, 2023 the following tax years are subject to examination:

Jurisdiction	Open Years for Filed Returns
Federal	December 31, 2020, 2021 and 2022
Various States	December 31, 2020, 2021 and 2022

Read accompanying Independent Auditor's Report.

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Credit Risks

The Company provides professional services to many geographically diverse customers primarily across the public sector. The Company performs ongoing credit evaluations of its clients and generally does not require collateral. Accounts receivable are reviewed on a periodic basis and an allowance for doubtful accounts is recorded where such amounts are determined to be uncollectible. Due to the large number of customer accounts and the type of customer base, management does not believe that a significant exposure from a concentration of credit risk exists.

Revenue Recognition

The Company derives its revenues primarily from the following services: consulting services, staffing, managed service provider services, and from being a network system solutions provider with additional maintenance service agreements, software-as-a-service, and software licensing services. Substantially all of the Company's revenues are considered to be revenues from contracts with customers. These contracts have different terms based on the scope, performance obligations, and complexity of the engagement, which frequently require the Company to make judgments and estimates in recognizing revenues. There are many types of contracts, including time-and-materials contracts, cost-plus contracts, cost-plus-incentives contracts and contracts with multiple fee types. It is probable that the Company will collect substantially all of the consideration to which it is entitled in exchange for those goods and services that will be transferred to the customer. Revenue is recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services.

The Company evaluates each deliverable to identify performance obligations and to determine whether the deliverables represent promises to transfer distinct goods or services. The evaluation requires significant judgment and the impact of combining or separating performance obligations may change the time over which revenue from the contract is recognized. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts with multiple performance obligations, the contract's transaction price is allocated to each performance obligation based on the relative standalone selling price. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the expected costs of satisfying a performance obligation are forecast and then an appropriate margin for that distinct good or service is added based on margins for similar services sold on a standalone basis. While determining relative standalone selling price and identifying separate performance obligations require judgment, generally relative standalone selling prices and the separate performance obligations are readily identifiable as those performance obligations are sold unaccompanied by other performance obligations. Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications, requirements, or duration. If a contract modification results in the addition of performance obligations priced at a standalone selling price or if the post-modification services are distinct from the services provided prior to the modification, the modification is accounted for separately. If the modified services are not distinct, they are accounted for as part of the existing contract.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Revenue Recognition (continued)

Consulting service contracts are typically renewable annually or less than one year in duration. Staffing and managed service provider contracts typically span one to three years. Consulting, staffing, and managed service provider income is recognized in the month the service is provided to the customer. These services are considered to be a single performance obligation that is satisfied over time as services are rendered. The revenue is recognized using an input method of costs incurred to measure progress toward completion. This method is used because management considers this to be the best available measure of progress on services provided. When contractual billings represent an amount that corresponds directly with the value provided to the client (e.g., time-and-materials contracts), revenues are recognized as amounts become billable in accordance with contract terms. Revenues from fixed-price contracts are generally recognized using costs incurred to date relative to total estimated costs at completion to measure progress toward satisfying performance obligations. Incurred costs represent work performed, which corresponds with, and thereby best depicts, the transfer of control to the client. Series-based contracts require a series of distinct services to be provided each period over the contract term. Revenues from unit-priced contracts are recognized as transactions are processed.

Contracts for maintenance service agreements and software-as-a-service are primarily under fixed price contracts that generally provide a set of integrated or highly interdependent services. Maintenance service agreements and software-as-a-service income is recognized in the month the service is provided to the customer. These services are considered to be a single performance obligation that is satisfied over time as services are rendered. The revenue is recognized using an input method based on time elapsed to measure progress toward completion. This method is used because management considers this to be the best available measure of progress on services provided.

For contracts that include consultation, design, installation, hardware sales, and software sales which do not qualify to recognize revenue over time, revenue is recognized at a point in time when the performance obligation is satisfied and the customer obtains control of the promised good or service. Software licensing services include perpetual and renewable software license sales that are recognized when the customer can receive the benefit. This is considered to be a single performance obligation that is satisfied at a point in time upon delivery to the customer.

A contract asset is recorded when revenue is recognized in advance of the right to receive consideration. Amounts are recorded as accounts receivable when the right to consideration is unconditional. When consideration is received, or when there is an unconditional right to consideration in advance of delivery of goods or services, a contract liability is recorded. The Company utilizes fixed fee arrangements for maintenance contracts, which are typically billed to the customer at the beginning of the service period. Differences in the timing of revenue recognition and customer billings result in deferred revenue being recognized at the end of each reporting period. Amounts received in advance of the performance of services or delivery of products are classified as contract liabilities. Contract assets and liabilities are reported in the accompanying consolidated balance sheets on a contract-by-contract basis at the end of each reporting period.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Revenue Recognition (continued)

The nature of the Company's contracts gives rise to several types of variable consideration, including incentive fees. Several contracts include incentives or penalties related to costs incurred, benefits produced, or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. These variable amounts generally are awarded or refunded upon achievement of, or failure to achieve, certain performance metrics, milestones, or cost targets and can be based upon client discretion. Variable fees are included in the estimated transaction price when there is a basis to reasonably estimate the amount of the fee and it is not probable a significant reversal of revenue will occur. These estimates reflect the expected value of the variable fee and are based on an assessment of anticipated performance, historical experience, and other information available at the time.

The Company does not have any significant financing components. For some managed service provider contracts, payments are received for transition or set-up and implementation activities, which are deferred and recognized as revenue as the services are provided. These advance payments are typically not a significant financing component because they are used to meet working capital demands in the early stages of a contract and to protect the Company from the other party failing to complete its obligations under the contract. Any costs to obtain a contract with a customer are expensed as incurred. The practical expedient was elected to report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Disaggregation of revenue from contracts with customers is as follows:

	2023	2022
Consulting Services	$ 77,608,069	$ 48,658,813
Hardware	54,457,303	17,810,099
Maintenance Services	19,996,022	8,145,339
Managed Services	19,432,020	6,507,506
Software	15,769,096	8,345,710
Strategic Staffing	8,405,368	12,185,741
	$ 195,667,878	$ 101,653,208

Read accompanying Independent Auditor's Report.
15

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Shipping and Handling Costs

The Company considers all shipping and handling to be fulfillment activities and not a separate performance obligation. Shipping and handling costs are recorded as cost of goods sold except for those charged to customers that are reported within revenue.

Advertising

Advertising costs are expensed as incurred and included in operating expenses. The expense amounted to approximately $176,000 and $49,000 for the years ended September 30, 2023 and 2022, respectively.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Actual results could differ from those estimates.

Reclassifications

Certain reclassifications have been made to the prior fiscal year's balances to conform to the current fiscal year's consolidated financial statement presentation. These reclassifications had no effect on net loss.

4. Property and Equipment, net

Property and equipment, net consists of the following as of September 30:

	2023	2022
Technology equipment and software	$ 4,106,919	$ 2,909,741
Assets under construction	1,425,373	634,034
Leasehold improvements	185,756	129,361
Furniture and equipment	100,131	88,700
	$ 5,818,179	$ 3,761,836
Less accumulated depreciation	(1,607,362)	(871,857)
	$ 4,210,817	$ 2,889,979

Depreciation expense for the years ended September 30, 2023 and 2022 was approximately $767,000 and $339,000, respectively, of which approximately $68,000 and $173,000 is included in cost of goods sold during 2023 and 2022, respectively.

Read accompanying Independent Auditor's Report.
16

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

5. Right-of-use Lease Assets and Liabilities

The Company leases various operating facilities and equipment throughout the United States with non-cancelable lease terms through fiscal year 2029. The leases require payments of taxes and certain other expenses. As of September 30, 2023, total lease expense under ASC Topic 842 was approximately $1,452,000. As of September 30, 2022, total rent expense was approximately $790,000.

The following table presents certain information related to lease expense for operating leases for the year ended September 30:

	2023
Operating lease cost - fixed	$ 1,190,577
Operating lease cost - variable	43,465
Short-term lease cost	217,934
	$ 1,451,976

The weighted average as of September 30, 2023 is as follows:

	2023
Remaining lease term (in years)	3.62
Discount rate	4.0%

Lease liability maturities for the five years subsequent to September 30, 2023 and in the aggregate are as follows:

Years Ending September 30,	
2024	$ 1,008,177
2025	852,342
2026	676,762
2027	445,164
2028	222,782
Thereafter	3,385
Total lease payments	3,208,612
Less: imputed interest	(214,915)
Present value of lease liabilities	2,993,697
Less: current portion	(911,672)
Long-term portion	$ 2,082,025

Read accompanying Independent Auditor's Report.
17

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

6. Goodwill and Intangible Assets, net

Goodwill consists of the following as of September 30:

	2023	2022
Balance as of beginning of fiscal year	$ 98,628,512	$ 16,008,998
Current fiscal year acquisitions	25,319,958	82,671,657
Other adjustments	348,919	(52,143)
Balance as of end of fiscal year	$ 124,297,389	$ 98,628,512

Intangible assets, net consists of the following as of September 30:

	2023	2022
Non-compete agreements and customer relationships	$ 24,409,277	$ 24,409,277
Contract-related intangibles	7,900,000	7,900,000
Trade name	5,900,000	5,900,000
Internally developed and internal use software	2,162,388	655,637
Other	351,155	351,155
	$ 40,722,820	$ 39,216,069
Less accumulated amortization	(10,495,950)	(4,151,684)
	$ 30,226,870	$ 35,064,385

Amortization expense was approximately $5,986,000 and $2,170,000 for the years ended September 30, 2023 and 2022, respectively. Intangible assets with an indefinite life consist of a trade name in the amount of $800,000.

The following is a schedule of estimated future amortization for the years subsequent to September 30, 2023:

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

6. Goodwill and Intangible Assets, net (continued)

Years Ending September 30,		
2024	$	6,202,446
2025		5,587,502
2026		3,107,274
2027		2,779,267
2028		2,630,000
Thereafter		9,120,381
	$	29,426,870

7. Investment in Unconsolidated Affiliate and Note Receivable

Layer 3 has a note receivable for $750,000 with an entity that provides WiFi solutions and engineering services. The note is non-interest bearing with no set repayment terms. Under a unit purchase agreement, Layer 3 purchased 5% of the entity's outstanding common units for $750,000. The unit purchase agreement included pre-emptive rights in the event of the future sale of the entity along with anti-dilution rights which terminated on January 7, 2023. As a result of the purchase, Layer 3 obtained rights to the use of proprietary licenses and customized versions of end-user software for its customers.

8. Debt Issuance Costs

During fiscal year 2023, the Company incurred debt issuance costs of approximately $5,664,000 relating to the JPMorgan Chase Bank term loans. These costs are amortized using the straight-line method over the life of the loans. Accumulated amortization was approximately $444,000 as of September 30, 2023. Amortization charged to interest expense was approximately $444,000 for the year ended September 30, 2023. These costs are presented (net of accumulated amortization) as a reduction in the carrying value of the related debt liabilities on the accompanying consolidated balance sheets (see Note 9).

During fiscal year 2022, the Company incurred debt issuance costs of approximately $2,642,000 relating to the WhiteHorse Capital Management, LLC term loans that were closed in fiscal year 2023. These costs are amortized using the straight-line method over the life of the loans. Accumulated amortization was approximately $2,642,000 and $169,000 as of September 30, 2023 and 2022, respectively. Amortization charged to interest expense was approximately $2,473,000 and $169,000 for the years ended September 30, 2023 and 2022, respectively. These costs are presented (net of accumulated amortization) as a reduction in the carrying value of the related debt liabilities on the accompanying consolidated balance sheets (see Note 9).

During fiscal year 2021, the Company incurred debt issuance costs of approximately $238,000 relating to the CIBC Bank USA term loans that were closed in fiscal year 2022. These costs were amortized using the straight-line method over the life of the loans. Accumulated amortization was approximately $238,000 as of September 30, 2022. Amortization charged to interest expense was approximately $201,000 for the year ended September 30, 2022.

Read accompanying Independent Auditor's Report.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

9. Debt

Outstanding debt balances as of September 30, 2023 and 2022 consist of the following:

	2023	2022
In April 2023, the Company entered into a credit agreement with JPMorgan Chase Bank, N.A. (JPM) that provides for Closing Date Term Loans of $140 million, Delayed Draw Term Loans of $30 million, and Revolving Credit Loans of $20 million. Proceeds from the Closing Date Term Loans were used to fully repay the WhiteHorse and Gregory Davis loans and consist of quarterly principal payments of $350,000 commencing in October 2023 with a balloon payment in April 2029. In May 2023, the Company exercised its right to draw down $20 million from the Delayed Draw Term Loans with quarterly principal payments of $50,000 commencing in October 2023 with a balloon payment in April 2029. Interest is subject to a variable interest rate (12.21% at September 30, 2023). Unused commitments under the Revolving Credit Loans are subject to a quarterly fee of 0.50%. The loans are secured by the accounts of the Company and guaranteed by the Company. At September 30, 2023, the entire $20 million Revolving Credit Loans was available and $10 million was available under the Delayed Draw Term Loans.	$ 160,000,000	$ -
In May 2022, the Company entered into a credit agreement with WhiteHorse Capital Management, LLC (WhiteHorse) that provided for Initial Term Loans with quarterly principal payments of $175,000 commencing in June 2023 with a balloon payment in May 2027. Interest was subject to a variable interest rate. It was secured by the accounts of the Company and guaranteed by the Company. It was fully repaid in April 2023. The agreement also provided for a $7.5 million Revolving Credit Facility that was never drawn on. Both agreements terminated in April 2023.	-	70,000,000
In July 2022, the Company amended its credit agreement with WhiteHorse to provide for First Amendment Incremental Term Loans with quarterly principal payments of $80,000 commencing in June 2023 with a balloon payment in May 2027. Interest was subject to a variable interest rate. It was secured by the accounts of the Company and guaranteed by the Company. It was fully repaid in April 2023, and the agreement was terminated.	-	32,000,000
Gregory Davis promissory note was issued in May 2022 with annual principal payments of $450,000 at 5% interest through May 2025. The note was unsecured and subordinate to the WhiteHorse debt. It was fully repaid in April 2023, and the agreement was terminated.	-	1,350,000
Less debt issuance costs	(5,219,834)	(2,472,557)
	154,780,166	100,877,443
Less current portion of debt	(1,055,240)	(430,166)
Total long term debt	$ 153,724,926	$ 100,447,277

Read accompanying Independent Auditor's Report.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

9. Debt (continued)

At September 30, 2023 and 2022, the Company is compliant with all covenants.

The aggregate annual amounts of principal payments required on the debt for the years subsequent to September 30, 2023 are as follows:

Years Ending September 30,	Principal Payments	Unamortized Debt Issuance Costs	Net Amount
2024	$ 2,000,000	$ (944,760)	$ 1,055,240
2025	1,600,000	(944,760)	655,240
2026	1,600,000	(944,760)	655,240
2027	1,600,000	(944,760)	655,240
2028	1,200,000	(944,760)	255,240
Thereafter	152,000,000	(496,034)	151,503,966
	$ 160,000,000	$ (5,219,834)	$ 154,780,166

10. Business Combinations and Divestiture

The Company completed one and four acquisitions during fiscal years ended September 30, 2023 and 2022, respectively. The Company accounted for each acquisition using the acquisition method of accounting. Accordingly, the purchase price is allocated related to these transactions to tangible and intangible assets acquired and liabilities assumed, including goodwill and contingent consideration, based on their estimated fair values. The Company recognizes acquisition-related costs in general and administrative expenses on the accompanying consolidated statements of operations.

Fiscal Year 2023

Step By Step Learning

On May 15, 2023, the Company acquired Step By Step Learning, LLC (SBSL) for total consideration of $25,000,000. SBSL works with school districts in the K-12 market to implement a comprehensive, research-based approach to literacy, offering evidence-based Structure Literacy and Science of Reading instruction principles and educator coaching. The acquisition was funded primarily through borrowings under the JPM Delayed Draw Term Loans (see Note 9). The terms of the acquisition allow for contingent consideration of up to $1,197,300. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of SBSL for the fiscal years of 2024, 2025 and 2026. In connection with this acquisition, goodwill of $24,522,743 and intangible assets of $167,880 were recorded. The intangible assets consist primarily of internally developed software, which is being amortized over 3 years.

10. Business Combinations and Divestiture (continued)

Fiscal Year 2022

Kitamba

On December 31, 2021, the Company acquired the net assets and operations of Kitamba Management, Inc.'s (Kitamba) education and social impact consulting services and related products business for total consideration of $8,000,000. Kitamba provides data strategy and analysis, instructional and budget support and facility services to K-12 schools, school districts and county offices of education. In connection with this acquisition, goodwill of $13,033,033 was recorded. The acquisition was funded primarily through borrowings available under the CIBC Amendment No. 2 Term Loan (see Note 9). Additionally, the terms of the acquisition allow for contingent consideration of up to $6,000,000 with an estimated fair value of $5,550,182 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Kitamba for the fiscal years of 2022, 2023 and 2024.

Davis Demographics and Planning

On May 12, 2022, the Company acquired Davis Demographics and Planning, Inc. (Davis), a provider of demographics and planning for public school districts, including demographic reports, attendance and boundary planning and GIS services, as well as the licensing of software for total consideration of $2,119,390, including cash at close of $900,000 and a $1,350,000 promissory note (see Note 9). The acquisition was funded primarily through borrowings available under the WhiteHorse Initial Term Loans (see Note 9). In connection with this acquisition, goodwill of $1,917,421 was recorded.

Layer 3 Communications

On May 12, 2022, the Company acquired Layer 3 Communications, LLC (Layer 3), a leading provider of complex network, security, and data center IT deployments, as well as custom Managed Service Provider (MSP) solutions for total consideration of $43,927,433, net of cash acquired. The acquisition was funded primarily through borrowings under the WhiteHorse Initial Term Loans (see Note 9). Additionally, the terms of the acquisition allow for contingent consideration of up to $17,000,000 with an estimated fair value of $16,000,581 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Layer 3 for the fiscal years of 2023, 2024 and 2025. In connection with this acquisition, goodwill of $34,093,143 and intangible assets of $24,228,000 were recorded. The intangible assets consist primarily of customer and contract-related intangibles, trademarks and non-competition clauses, which are being amortized over 3 to 10 years.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

10. Business Combinations and Divestiture (continued)

Ed Direction

On July 29, 2022, the Company acquired Education Direction, LLC (Ed Direction), a leading provider of school transformation services for districts, states, foundations, and nonprofit organizations throughout the U.S for total consideration of $41,166,681, net of cash acquired. The acquisition was funded primarily through borrowings under the WhiteHorse First Amendment Incremental Term Loans (see Note 9) and $9,825,000 of additional capital raised from a major shareholder (Trivest MGT Investor, LLC). Additionally, the terms of the acquisition allow for contingent consideration of up to $6,000,000 with an estimated fair value of $4,034,280 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Ed Direction for the fiscal years of 2023, 2024 and 2025. In connection with this acquisition, goodwill of $33,628,060 and intangible assets of $8,756,000 were recorded. The intangible assets consist primarily of contract-related intangibles, trademarks and non-competition clauses, which are being amortized over 3 to 10 years.

Fiscal Year 2022 Divestiture

Strategos

On November 1, 2021, the Company completed the divestiture of Strategos Public Affairs, LLC (Strategos), a wholly owned subsidiary that specializes in governmental advocacy, public opinion architecture and strategic business advisory. The Company redeemed 97,815.97 of the vested membership units of the Company from the acquirers for 100% of the membership units of Strategos for total consideration of $1,400,000. No gain or loss was recorded in the accompanying consolidated statements of operations. Concurrent with the sale, the Company issued to Strategos a Secured Promissory Note (Working Capital Loan) with a principal amount of $397,000 and bearing interest at LIBOR plus 3% maturing on September 30, 2022. The obligations under this Note were secured by Strategos' account receivables and personal guarantees of the acquirers and were paid in full prior to the end of fiscal year 2022. Additionally, a Transition Services Agreement was entered into to provide corporate back-office services to Strategos for a period of 90 days following the sale.

11. Retirement Plan

On January 1, 2023, the Company adopted a 401(k) safe harbor defined contribution plan whereby eligible employees may contribute elective deferrals subject to Internal Revenue Service limitations. Under the safe harbor plan, the Company matches contributions up to 5% of an employee's compensation. Employer contributions are vested immediately. Prior to this adoption, the Company (excluding Layer 3) maintained a 401(k) profit-sharing plan that matched contributions up to 3% of an employee's compensation with employer contributions vesting over a six-year period. Layer 3 maintained its own 401(k) safe harbor defined contribution plan prior to January 1, 2023 that matched contributions up to 5% of an employee's compensation with employer contributions vesting immediately. Total employer contributions for the years ended September 30, 2023 and 2022 were approximately $1,828,000 and $831,000, respectively.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

12. Related Party Transactions

For the years ended September 30, 2023 and 2022, the Company incurred rent expense of approximately $231,000 and $225,000; and travel costs of approximately $262,000 and $413,000, respectively, to employees or entities that are owned by members.

13. Equity Appreciation Rights

An Equity Appreciation Rights (EAR) plan was established in fiscal year 2021 and terminated in fiscal year 2023 upon a change in control of the Company as part of the strategic partnership with Vistria (see Note 1). EAR units totaling approximately $12,896,000 were redeemed in fiscal year 2023 with approximately $1,371,000 included in accrued liabilities on the accompanying consolidated balance sheets as of September 30, 2023. The EAR units were used to attract and retain employees and promote the success of the Company's business. Management granted units after receiving authorization from the Board. The EAR units did not have ownership or voting rights in the Company. The redemption value represented one Class A common unit minus the base price of one Class A common unit. Units were forfeited upon unit holders leaving the Company.

14. Commitments and Contingencies

From time to time, the Company is involved in litigation arising in the ordinary course of business. Some of the actions and proceedings have been brought on behalf of various claimants and certain of these claimants seek damages of unspecified amounts. The Company records a liability when it believes that it is both probable that a loss has been incurred, and the amount can be reasonably estimated. Significant judgment is required to determine both probability and the estimated amount. Where a range of loss can be reasonably estimated with no best estimate in the range, the Company records the minimum estimated liability. While the ultimate outcome of litigation matters cannot be predicted with certainty, it is the current opinion of management that the resolution of such litigation is not likely to have a material adverse effect on the consolidated financial statements.

15. Major Suppliers

For the year ended September 30, 2023, the Company purchased approximately $55,181,000 or 77% of its material and supplies from three suppliers. For the year ended September 30, 2022, the Company purchased approximately $23,516,000 or 88% of its material and supplies from three suppliers.

16. Supplemental Disclosures for Statements of Cash Flows

Cash paid for interest for the years ended September 30, 2023 and 2022 was approximately $13,794,000 and $1,742,000, respectively.

MGT Intermediate, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2023 and 2022

16. Supplemental Disclosures for Statements of Cash Flows (continued)

Cash paid for income taxes for the years ended September 30, 2023 and 2022 was approximately $336,000 and $289,000, respectively.

Cash paid for the amounts included in the measurement of lease liabilities for the year ended September 30, 2023 was approximately $1,068,000.

Noncash Operating, Investing, and Financing Transactions

For the year ended September 30, 2023, operating lease liabilities arising from obtaining operating ROU assets totaled approximately $903,000.

On September 30, 2023, the Company announced to its former members as part of the strategic partnership with Vistria that a final disbursement would be paid out in October of 2023. This redemption of Class A common units totaled approximately $821,000. The Company has included the liability as of September 30, 2023 in accrued liabilities on the accompanying consolidated balance sheets.

On September 30, 2022, the Company declared a distribution to its members in the amount of $2,000,000 which was subsequently paid in October and November of 2022. The Company included the liability as of September 30, 2022 in accrued liabilities on the accompanying consolidated balance sheets.

17. Subsequent Events

On December 8, 2023, the Company acquired GovHR USA, LLC and GovTemps USA, LLC (GovHR) for total consideration of $10,000,000. GovHR provides high-impact, public-sector human capital expertise in executive recruitment, staffing, and HR consulting. The acquisition was funded primarily through borrowings under the JPM Delayed Draw Term Loans in the amount of $10,000,000. The terms of the acquisition allow for contingent consideration of up to $1,000,000. Any contingent consideration payments are based upon meeting minimum EBITDA amounts and margins for the calendar years of 2024, 2025 and 2026. In connection with this acquisition, goodwill of $7,903,921 was recorded.

Management has evaluated subsequent events through February 20, 2024, the date on which the consolidated financial statements were available to be issued and, except for the disclosure noted above, has no material subsequent events to report.

MGT of America, LLC
and Subsidiaries

September 30, 2022 and 2021

Consolidated Financial Statements and Independent Auditor's Report



Table of Contents

Independent Auditor's Report 3-4

Consolidated Balance Sheets as of September 30, 2022 and 2021 5

Consolidated Statements of Operations for
the fiscal years ended September 30, 2022 and 2021 6

Consolidated Statements of Changes in Members' Equity for
the fiscal years ended September 30, 2022 and 2021 7

Consolidated Statements of Cash Flows for
the fiscal years ended September 30, 2022 and 2021 8

Notes to Consolidated Financial Statements 9-24

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Certified Public Accountants and Business Advisors
A Professional Association

INDEPENDENT AUDITOR'S REPORT

To the Members
MGT of America, LLC and Subsidiaries
Tampa, Florida

Opinion
We have audited the accompanying consolidated financial statements of MGT of America, LLC and Subsidiaries ("Company"), which comprise the consolidated balance sheets as of September 30, 2022 and 2021, and the related consolidated statements of operations, consolidated statements of changes in members' equity, and consolidated statements of cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of MGT of America, LLC and Subsidiaries as of September 30, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of MGT of America, LLC and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

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INDEPENDENT AUDITOR'S REPORT (Continued)

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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St. Petersburg, FL
February 15, 2023

MGT of America, LLC and Subsidiaries
Consolidated Balance Sheets
As of September 30, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	$ 8,498,850	$ 2,144,126
Accounts receivable, net	26,981,173	7,346,038
Unbilled receivables	17,157,671	8,319,970
Other accounts receivable	1,061,084	88,537
Inventory	2,674,789	-
Prepaid expenses	1,913,553	585,576
Prepaid maintenance	3,342,111	-
Deferred contract costs	249,243	145,816
Total current assets	61,878,474	18,630,063
Property and equipment, net	3,328,291	711,667
Other assets:		
Goodwill	98,628,512	16,008,998
Intangibles, net	34,626,073	3,455,850
Prepaid expenses, noncurrent	338,382	-
Prepaid maintenance contracts, noncurrent	1,735,511	-
Investment in unconsolidated affiliate	811,899	-
Note receivable	750,000	-
Deposits	124,211	28,730
Total other assets	137,014,588	19,493,578
Total assets	$ 202,221,353	$ 38,835,308
Liabilities and members' equity		
Current liabilities:		
Accounts payable	$ 17,542,388	$ 938,206
Accrued liabilities	22,810,599	8,729,777
Deferred revenue	1,195,890	404,965
Current portion of long term debt	430,166	528,750
Contract liabilities, maintenance contracts	8,929,285	-
Total current liabilities	50,908,328	10,601,698
Long-term liabilities:		
Long-term debt, net of current portion	100,447,277	5,736,854
Accrued Liabilities, long-term	21,582,436	5,376,962
Contract liabilities, maintenance contracts, long-term	3,924,885	-
Total long-term liabilities	125,954,598	11,113,816
Total liabilities	176,862,926	21,715,514
Members' equity:	25,358,427	17,119,794
Total liabilities and members' equity	$ 202,221,353	$ 38,835,308

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
5

MGT of America, LLC and Subsidiaries
Consolidated Statements of Operations
For the Fiscal Years September 30, 2022 and 2021

	2022	2021
Revenue	$ 101,653,208	$ 52,445,802
Cost of goods and services		
Salaries and benefits	46,600,107	33,890,046
Cost of goods sold	26,835,371	2,110,566
Contract labor	9,491,509	5,604,007
Travel	2,121,423	911,472
Total cost of goods and services	85,048,410	42,516,091
Gross profit	16,604,798	9,929,711
General and administrative expenses		
Operating expenses	11,406,195	5,144,175
Occupancy	867,900	563,091
Depreciation and amortization	2,335,705	704,475
Total general and administrative expenses	14,609,800	6,411,741
Net operating income	1,994,998	3,517,970
Other income (expense)		
Other income	2,059	2,292,510
Other expense	(290,550)	(20,671)
Interest expense	(3,896,902)	(337,564)
Total other income (expense)	(4,185,393)	1,934,275
Net income (loss)	$ (2,190,395)	$ 5,452,245

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
6

MGT of America, LLC and Subsidiaries
Consolidated Statements of Changes in Members' Equity
For the Fiscal Years September 30, 2022 and 2021

	Common Units
September 30, 2020	$ 11,766,752
Net income	5,452,245
Units vested	319,401
Units redeemed	(205,040)
Distributions	(213,564)
September 30, 2021	$ 17,119,794
Net loss	(2,190,395)
Units vested	728,190
Units issued	15,856,013
Units redeemed	(3,102,064)
Distributions	(3,053,111)
September 30, 2022	$ 25,358,427

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
7

MGT of America, LLC and Subsidiaries
Consolidated Statements of Cash Flows
For the Fiscal Years September 30, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net income (loss)	$ (2,190,395)	5,452,245
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	2,508,723	704,475
Allowance for doubtful accounts	10,567	(28,667)
Amortization of debt issuance costs	370,345	36,654
Gain on extinguishment of debt - PPP loan forgiveness	-	(2,266,072)
Common units vested	728,190	319,401
Change in operating assets and liabilities:		
Accounts receivable	(8,033,800)	(3,670,303)
Other accounts receivables	(953,655)	(88,537)
Unbilled receivables	(5,078,822)	(3,276,811)
Deferred contract costs	(103,427)	(68,135)
Prepaid expenses	(1,634,340)	(338,493)
Prepaid maintenance	(131,630)	-
Inventory	441,910	-
Deposits	(12,841)	(198,520)
Accounts payable	9,800,714	28,462
Accrued liabilities	2,041,951	2,099,681
Deferred revenue	299,388	137,097
Maintenance contracts	2,231,549	-
Net cash provided by (used in) operating activities	294,427	(1,157,523)
Cash flows from investing activities:		
Purchase of businesses, net of cash acquired	(96,861,108)	(6,254,051)
Purchase of property and equipment	(1,670,925)	(480,490)
Net cash used in investing activities	(98,532,033)	(6,734,541)
Cash flows from financing activities:		
Principal payments on line of credit	(4,872,604)	(4,500,000)
Borrowings on line of credit	4,872,604	4,500,000
Borrowings on long-term debt	111,130,656	7,106,147
Proceeds from issuance of common units	15,856,013	-
Redemption of common units	(3,102,064)	(205,040)
Distributions to members	(1,053,111)	(213,564)
Debt issuance costs	(2,641,935)	(237,822)
Principal payments on long-term debt	(15,597,229)	(639,375)
Net cash provided by financing activities	104,592,330	5,810,346
Increase (decrease) in cash and cash equivalents	6,354,724	(2,081,718)
Cash and cash equivalents, beginning of period	2,144,126	4,225,844
Cash and cash equivalents, end of period	$ 8,498,850	2,144,126

Read accompanying Independent Auditor's Report and Notes to Consolidated Financial Statements.
8

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

1. Description of Business

MGT of America, LLC (MGT) along with its principal subsidiaries (MGT Intermediate, LLC, MGT of America Consulting, LLC, Strategos Public Affairs, LLC (divested in November 2021), Cira Infotech, Inc., Eric Hall & Associates, LLC, Davis Demographics & Planning, Inc., Layer 3 Communications, LLC, Kitamba Management, Inc. and Education Direction, LLC) (collectively called the Company) is a leading social impact and performance solutions firm that serves state, local, education, technology, and commercial customers across the United States and abroad. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, the Company can impact communities for good through customer partnership by delivering these solutions through a "three-point stance" of technology, education, and performance offerings (see Note 9).

2. Basis of Presentation and Consolidation

The accompanying audited consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and reflect the financial statement presentation and disclosure requirements thereunder. The consolidated financial statements include the accounts of MGT along with its subsidiaries as noted above. All significant intercompany transactions have been eliminated in consolidation.

3. Summary of Significant Accounting Policies Under US GAAP

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents include cash or deposits with financial institutions and deposits in highly liquid money market securities. Deposits with financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor. Bank deposits at times may exceed federally insured limits. Amounts over the FDIC insurance limit as of September 30, 2022 were $6,846,694.

Accounts Receivable, Net

The Company carries its accounts receivable at face value less an allowance for doubtful accounts. The allowance for doubtful accounts is established to cover probable and reasonably estimable losses. The Company evaluates its accounts receivable and establishes an allowance for doubtful accounts based on historical experience, aging analyses, specifically identified troubled receivable balances that are past due and other currently available information, including macroeconomic factors. Uncollectible receivables are charged to bad debt expense when that determination is made. Bad debt expense for the years ended September 30, 2022 and 2021 was approximately $49,000 and $139,000, respectively. The allowance for doubtful accounts was approximately $57,000 and $46,000 for the years ended September 30, 2022 and 2021, respectively.

Inventory

Inventory is valued at the lower of cost (first-in, first-out method) or net realizable value with estimates of quantities and prices used in some cases. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Property and Equipment, Net

Property and equipment are carried at cost, net of accumulated depreciation and amortization. Maintenance repairs and minor improvements are expensed as incurred. Depreciation is computed using the straight-line method of depreciation over the estimated useful lives of the assets as follows:

Technology equipment and software	3 to 5 years
Furniture and fixtures	3 to 10 years
Leasehold improvements	Term of lease

The Company reviews for impairment of long-lived assets in accordance with accounting standards. These standards require companies to determine if changes in circumstances indicate that the carrying amount of its long-lived assets may not be recoverable. If a change in circumstances warrants such an evaluation, undiscounted future cash flows from the use and ultimate disposition of the asset, as well as respective market values, are estimated to determine if an impairment exists. Management believes that there has been no impairment of the carrying value of its long-lived assets at September 30, 2022 and 2021.

Goodwill and Intangible Assets, Net

Goodwill consists of the excess of purchase price over the fair value of identifiable net assets of companies acquired. In accordance with the Accounting Standards Codification ("ASC") 350 "Intangibles-Goodwill and Other", the carrying amount of goodwill and intangible assets is to be reviewed at least annually for impairment, and losses in value, if any, will be charged to operations in the period of impairment. Accounting Standards Update 2011-8 permits an entity to evaluate qualitative factors to assess whether impairment is more likely than not to have occurred. The test for impairment was completed for the fiscal years ended September 30, 2022 and 2021, and goodwill was determined not to be impaired.

Intangible assets are recorded at their estimated fair value at the date of acquisition. Intangible assets are amortized over their estimated useful lives, which range from three to ten years, using the straight-line method unless the asset is determined to have an indefinite life. Intangible assets are reviewed for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Assets that are deemed to be potentially impaired are evaluated for recoverability based upon management's estimates of future discounted cash flows. If the carrying value exceeds the recoverable amount of the asset, the deficiency is recorded as an impairment loss. No intangible asset impairment charges were recorded for the fiscal years ended September 30, 2022 and 2021.

Investment in Unconsolidated Affiliate

Investment in unconsolidated affiliate is initially measured at cost and is adjusted annually to reflect the Company's share of the affiliate's profit or loss for the period.

Debt Issuance Costs

Debt issuance costs represent costs incurred in connection with the issuance of long-term debt. Such costs are amortized over the term of the respective debt using the straight-line method (see Note 7). The unamortized debt issuance costs are reflected on the balance sheet as a direct deduction from the outstanding balance owed on the long-term debt.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Financial Instruments

The Company's financial instruments primarily consist of cash, accounts receivable, accounts payable, and debt. The fair value of cash, accounts receivable, and accounts payable approximate carrying value since they are relatively short-term in nature. The carrying value of debt approximates fair value due to either the length of maturity or existence of interest rates that approximate the prevailing market rates.

Income Taxes

The Company primarily operates as a partnership for U.S. federal and state income tax purposes with a calendar year end. Two of the Company's subsidiaries (Cira Infotech, Inc. and Davis Demographics & Planning, Inc.) operate as C Corporations for federal and state income tax purposes with a calendar year end having minimal tax implications. Generally for partnerships, the tax liability related to income earned represents obligations of the individual members and has not been reflected in the consolidated financial statements. The Company accounts for uncertain tax positions, if any, in accordance with FASB Accounting Standards Codification 740. In accordance with these professional standards, the Company recognizes tax positions only to the extent management believes it is "more likely than not" that its tax positions will be sustained upon IRS examination. Management believes it has no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements for the years ended September 30, 2022 and 2021. The Company believes that its income tax filings positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's consolidated balance sheet, consolidated statement of operations or consolidated cash flows. Accordingly, the Company has not recorded any accruals for interest and penalties for uncertain income tax positions at September 30, 2022.

The Company's income tax returns are subject to examination by taxing authorities since its formation. At September 30, 2022 the following tax years are subject to examination:

Jurisdiction	Open Years for Filed Returns
Federal	December 31, 2019, 2020 and 2021
Various States	December 31, 2019, 2020 and 2021

Credit Risks

The Company provides professional services to many geographically diverse customers primarily across the public sector. The Company performs ongoing credit evaluations of its clients and generally does not require collateral. Accounts receivable are reviewed on a periodic basis and an allowance for doubtful accounts is recorded where such amounts are determined to be uncollectible. Due to the large number of customer accounts and the type of customer base, management does not believe that a significant exposure from a concentration of credit risk exists.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Revenue Recognition

The Company derives its revenues primarily from the following services: consulting services, staffing, managed service provider services, and from being a network system solutions provider with additional maintenance service agreements, software-as-a-service, and software licensing services. Substantially all of the Company's revenues are considered to be revenues from contracts with customers. These contracts have different terms based on the scope, performance obligations, and complexity of the engagement, which frequently require the Company to make judgments and estimates in recognizing revenues. There are many types of contracts, including time-and-materials contracts, cost-plus contracts, cost-plus-incentives contracts and contracts with multiple fee types. It is probable that the Company will collect substantially all of the consideration to which it is entitled in exchange for those goods and services that will be transferred to the customer. Revenue is recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services.

The Company evaluates each deliverable to identify performance obligations and to determine whether the deliverables represent promises to transfer distinct goods or services. The evaluation requires significant judgment and the impact of combining or separating performance obligations may change the time over which revenue from the contract is recognized. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts with multiple performance obligations, the contract's transaction price is allocated to each performance obligation based on the relative standalone selling price. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the expected costs of satisfying a performance obligation are forecast and then an appropriate margin for that distinct good or service is added based on margins for similar services sold on a standalone basis. While determining relative standalone selling price and identifying separate performance obligations require judgment, generally relative standalone selling prices and the separate performance obligations are readily identifiable as those performance obligations are sold unaccompanied by other performance obligations. Contract modifications are routine in the performance of the Company's contracts. Contracts are often modified to account for changes in the contract specifications, requirements, or duration. If a contract modification results in the addition of performance obligations priced at a standalone selling price or if the post-modification services are distinct from the services provided prior to the modification, the modification is accounted for separately. If the modified services are not distinct, they are accounted for as part of the existing contract.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Revenue Recognition (continued)

Consulting service contracts are typically renewable annually or less than one year in duration. Staffing and managed service provider contracts typically span one to three years. Consulting, staffing, and managed service provider income is recognized in the month the service is provided to the customer. These services are considered to be a single performance obligation that is satisfied over time as services are rendered. The revenue is recognized using an input method of costs incurred to measure progress toward completion. This method is used because management considers this to be the best available measure of progress on services provided. When contractual billings represent an amount that corresponds directly with the value provided to the client (e.g., time-and-materials contracts), revenues are recognized as amounts become billable in accordance with contract terms. Revenues from fixed-price contracts are generally recognized using costs incurred to date relative to total estimated costs at completion to measure progress toward satisfying performance obligations. Incurred costs represent work performed, which corresponds with, and thereby best depicts, the transfer of control to the client. Series-based contracts require a series of distinct services to be provided each period over the contract term. Revenues from unit-priced contracts are recognized as transactions are processed.

Contracts for maintenance service agreements and software-as-a-service are primarily under fixed price contracts that generally provide a set of integrated or highly interdependent services. Maintenance service agreements and software-as-a-service income is recognized in the month the service is provided to the customer. These services are considered to be a single performance obligation that is satisfied over time as services are rendered. The revenue is recognized using an input method based on time elapsed to measure progress toward completion. This method is used because management considers this to be the best available measure of progress on services provided.

For contracts that include consultation, design, installation, hardware sales, and software sales which do not qualify to recognize revenue over time, revenue is recognized at a point in time when the performance obligation is satisfied and the customer obtains control of the promised good or service. Software licensing services include perpetual and renewable software license sales that are recognized when the customer can receive the benefit. This is considered to be a single performance obligation that is satisfied at a point in time upon delivery to the customer.

A contract asset is recorded when revenue is recognized in advance of the right to receive consideration. Amounts are recorded as accounts receivable when the right to consideration is unconditional. When consideration is received, or when there is an unconditional right to consideration in advance of delivery of goods or services, a contract liability is recorded. The Company utilizes fixed fee arrangements for maintenance contracts, which are typically billed to the customer at the beginning of the service period. Differences in the timing of revenue recognition and customer billings result in deferred revenue being recognized at the end of each reporting period. Amounts received in advance of the performance of services or delivery of products are classified as contract liabilities. Contract assets and liabilities are reported in the accompanying consolidated balance sheets on a contract-by-contract basis at the end of each reporting period.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Revenue Recognition (continued)

The nature of the Company's contracts gives rise to several types of variable consideration, including incentive fees. Several contracts include incentives or penalties related to costs incurred, benefits produced, or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. These variable amounts generally are awarded or refunded upon achievement of, or failure to achieve, certain performance metrics, milestones, or cost targets and can be based upon client discretion. Variable fees are included in the estimated transaction price when there is a basis to reasonably estimate the amount of the fee and it is not probable a significant reversal of revenue will occur. These estimates reflect the expected value of the variable fee and are based on an assessment of anticipated performance, historical experience, and other information available at the time.

The Company does not have any significant financing components. For some managed service provider contracts, payments are received for transition or set-up and implementation activities, which are deferred and recognized as revenue as the services are provided. These advance payments are typically not a significant financing component because they are used to meet working capital demands in the early stages of a contract and to protect the Company from the other party failing to complete its obligations under the contract. Any costs to obtain a contract with a customer are expensed as incurred. Sales and other taxes that the Company collects concurrent with the revenue-producing activities are excluded from revenue. The practical expedient was elected to report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Disaggregation of revenue from contracts with customers is as follows:

	2022	2021
Consulting Services	$ 48,658,813	$ 37,643,599
Hardware/Software	26,155,809	1,933,789
Strategic Staffing	12,185,741	10,596,613
Maintenance Services	8,145,339	-
Managed Services	6,507,506	2,271,801
	$ 101,653,208	$ 52,445,802

Shipping and Handling Costs

The Company considers all shipping and handling to be fulfillment activities and not a separate performance obligation. Shipping and handling costs are recorded as cost of goods sold except for those charged to customers that are reported within revenue.

Advertising

Advertising costs are expensed as incurred and included in operating expenses. The expense amounted to approximately $49,000 and $31,000 for the years ended September 30, 2022 and 2021, respectively.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

3. Summary of Significant Accounting Policies Under US GAAP (continued)

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Actual results could differ from those estimates.

Reclassifications

Certain reclassifications have been made to the prior fiscal year's balances to conform to the current fiscal year's consolidated financial statement presentation. These reclassifications had no effect on net income (loss).

Recent Accounting Pronouncement

In February 2016, FASB issued ASU 2016-02, *Leases*. This ASU supersedes existing guidance on accounting for leases in ASC Topic 840, *Leases*. The standard requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. A lessee should recognize in the balance sheet a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. This ASU will be effective for the Company's year ended September 30, 2023. The amendments should be applied at the beginning of the earliest period presented using a modified retrospective approach. The Company is currently in the process of assessing the impact of the adoption of this standard on its consolidated financial statements.

4. Property and Equipment, net

Property and equipment, net consists of the following as of September 30:

	2022	2021
Technology equipment and software	$ 3,565,377	$ 668,509
Assets under construction	634,034	372,245
Leasehold improvements	129,361	73,186
Furniture and equipment	88,700	376,534
	$ 4,417,472	$ 1,490,474
less accumulated depreciation	(1,089,181)	(778,807)
	$ 3,328,291	$ 711,667

Depreciation expense for the years ended September 30, 2022 and 2021 was approximately $557,000 and $303,000, respectively, of which approximately $173,000 is included in cost of goods sold during 2022.

Read accompanying Independent Auditor's Report.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

5. Goodwill and Intangible Assets, net

Goodwill consists of the following as of September 30:

	2022	2021
Balance as of beginning of fiscal year	$ 16,008,998	$ 4,830,434
Current fiscal year acquisitions	82,671,657	11,178,564
Other adjustments	(52,143)	-
Balance as of end of fiscal year	$ 98,628,512	$ 16,008,998

Intangible assets, net consists of the following as of September 30:

	2022	2021
Non-compete agreements and customer relationships	$ 24,409,277	$ 4,509,277
Contract-related intangibles	7,900,000	-
Trade name	5,900,000	800,000
Other	351,155	189,685
	$ 38,560,432	$ 5,498,962
less accumulated amortization	(3,934,359)	(2,043,112)
	$ 34,626,073	$ 3,455,850

Amortization expense was approximately $1,952,000 and $402,000 for the years ended September 30, 2022 and 2021, respectively. Intangible assets with an indefinite life consist of a trade name in the amount of $800,000.

Read accompanying Independent Auditor's Report.
16

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

5. Goodwill and Intangible Assets, net (continued)

The following is a schedule of estimated future amortization for the years subsequent to September 30, 2022:

Years Ending September 30,	
2023	$ 5,670,894
2024	5,670,894
2025	5,102,046
2026	2,860,695
2027	2,779,267
Thereafter	11,742,277
	$ 33,826,073

6. Investment in Unconsolidated Affiliate

Layer 3 Communications, LLC (Layer 3) has a note receivable for $750,000 with an entity that provides WiFi solutions and engineering services. Under a unit purchase agreement, Layer 3 purchased 5% of the entity's outstanding common units for $750,000. The unit purchase agreement included pre-emptive rights in the event of the future sale of the entity along with anti-dilution rights which terminated on January 7, 2023. As a result of the purchase, Layer 3 obtained rights to the use of proprietary licenses and customized versions of end-user software for its customers.

7. Debt Issuance Costs

During fiscal year 2022, the Company incurred debt issuance costs of approximately $2,642,000 relating to the WhiteHorse Capital Management, LLC term loans. These costs are amortized using the straight-line method over the life of the loans. Accumulated amortization was approximately $169,000 as of September 30, 2022. Amortization expense charged to interest expense was approximately $169,000 for the year ended September 30, 2022. These costs are presented (net of accumulated amortization) as a reduction in the carrying value of the related debt liabilities on the accompanying consolidated balance sheets (see Note 8).

During fiscal year 2021, the Company incurred debt issuance costs of approximately $238,000 relating to the CIBC Bank USA term loans that were closed in fiscal year 2022. These costs are amortized using the straight-line method over the life of the loans. Accumulated amortization was approximately $238,000 and $37,000 as of September 30, 2022 and 2021, respectively. Amortization charged to interest expense was approximately $201,000 and $37,000 for the years ended September 30, 2022 and 2021, respectively. These costs are presented (net of accumulated amortization) as a reduction in the carrying value of the related debt liabilities on the accompanying consolidated balance sheets (see Note 8).

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

8. Debt

On May 12, 2022, the Company entered into a credit agreement with WhiteHorse Capital Management, LLC (WhiteHorse). The agreement provides for Initial Term Loans of $70 million and a $7.5 million Revolving Credit Facility, which was used to replace the existing CIBC credit agreement. Proceeds from the Initial Term Loans were used to fully repay the CIBC Credit Facilities and to fund the acquisitions of Layer 3 Communications, LLC and Davis Demographics & Planning, Inc. (see Note 9). Unused commitments under the Revolving Credit Facility are subject to a quarterly fee of 0.50%. Interest is subject to a variable interest rate (9.14% at September 30, 2022). The maturity date of the WhiteHorse Credit Facilities is May 12, 2027. The entire $7.5 million Revolving Credit Facility was available at September 30, 2022.

The acquisition of Davis Demographics & Planning, Inc. (see Note 9) was also funded by a subordinated note payable. On May 12, 2022, in connection with the purchase agreement, the Company issued a promissory note to the seller in the amount of $1.35 million. The note provides for monthly interest payments at an interest rate of 5% and is compounded annually on the unpaid balance. The note has a maturity date of May 12, 2025.

On July 29, 2022, the Company amended its credit agreement with WhiteHorse to provide for First Amendment Incremental Term Loans of $32 million. Proceeds from the First Amendment Incremental Term Loans were used to fund the acquisition of Education Direction, LLC (see Note 9). Interest is subject to a variable interest rate (9.47% at September 30, 2022). The maturity date of the WhiteHorse Credit Facilities is May 12, 2027.

On November 2, 2020, the Company entered into a credit agreement with CIBC Bank USA (CIBC). The agreement provided for a Closing Date Term Loan of $6 million, a Delayed Draw Term Loan of $1.2 million, and a $5 million Revolving Credit Facility. Proceeds from the Closing Date Term Loan were used to fund the acquisition of Cira Infotech, Inc. (see Note 9). Proceeds from the Delayed Draw Term Loan were used to fund the acquisition of Eric Hall & Associates, LLC (see Note 9). As noted above, the Delayed Draw Term Loan was fully repaid, and the agreement terminated on May 12, 2022.

On December 31, 2021, the Company amended its credit agreement with CIBC to provide for a $6.9 million Amendment No. 2 Term Loan and increase the availability on the $5 million Revolving Credit Facility by drawing down $2,472,604 on the Delayed Draw Term Loan while increasing its commitment to $5 million. Proceeds from the Amendment No. 2 Term Loan were used to fully repay the Delayed Draw Term Loan and to fund the acquisition of Kitamba Management, Inc. (see Note 9). As noted above, the Amendment No. 2 Term Loan was fully repaid, and the agreement terminated on May 12, 2022.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

8. Debt (continued)

In response to economic uncertainty caused by the COVID-19 pandemic, the Company took the additional step in applying for a loan from Valley National Bank in the amount of $2,266,072 under the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The loan was subject to a note dated April 16, 2020, which offered forgiveness to the extent proceeds of the loan were used for eligible expenditures such as payroll and other expenses described in the CARES Act. As of September 30, 2021, the entire balance of the PPP loan had been forgiven and recognized as other income.

At September 30, 2022 and 2021, the Company is compliant with all covenants.

Outstanding debt balances as of September 30, 2022 and 2021 consisted of the following:

	2022	2021
WhiteHorse Initial Term Loans with quarterly payments of $175,000 commencing in June 2023 with a balloon payment in May 2027. Interest is subject to a variable interest rate. Secured by the accounts of the Company and guaranteed by MGT of America, LLC and Subsidiaries.	$ 70,000,000	$ -
WhiteHorse First Amendment Incremental Term Loans with quarterly payments of $80,000 commencing in June 2023 with a balloon payment in May 2027. Interest is subject to a variable interest rate. Secured by the accounts of the Company and guaranteed by MGT of America, LLC and Subsidiaries.	32,000,000	-
Gregory Davis promissory note with annual payments of $450,000 at 5% interest through May 2025. The note is unsecured.	1,350,000	-
CIBC Closing Date Term Loan with monthly payments at 4% interest through November 2025. Guaranteed by all assets of MGT of America, LLC, Stratco, and a member of the Company.	-	5,700,000
CIBC Delayed Draw Term Loan with monthly payments at 4% interest through November 2025. Guaranteed by all assets of MGT of America, LLC, Stratco, and a member of the Company.	-	710,625
Less debt issuance costs	(2,472,557)	(145,021)
	100,877,443	6,265,604
Less current portion of debt	(430,166)	(528,750)
Total long term debt	$ 100,447,277	$ 5,736,854

Read accompanying Independent Auditor's Report.
19

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

8. Debt (continued)

The aggregate annual amounts of principal payments required on the debt for the years subsequent to September 30, 2022 are as follows:

Years Ending September 30,	Principal Payments	Unamortized Debt Issuance Costs	Net Amount
2023	$ 960,000	$ (529,834)	$ 430,166
2024	1,470,000	(529,834)	940,166
2025	1,470,000	(529,834)	940,166
2026	1,020,000	(529,834)	490,166
2027	98,430,000	(353,221)	98,076,779
	$ 103,350,000	$ (2,472,557)	$ 100,877,443

9. Business Combinations and Divestitures

The Company completed four and two acquisitions during fiscal years ended September 30, 2022 and 2021, respectively. The Company accounted for each acquisition using the acquisition method of accounting. Accordingly, the purchase price is allocated related to these transactions to tangible and intangible assets acquired and liabilities assumed, including goodwill and contingent consideration, based on their estimated fair values. The Company recognizes acquisition-related costs in general and administrative expenses on the accompanying consolidated statements of operations.

Fiscal Year 2022

Kitamba

On December 31, 2021, the Company acquired the net assets and operations of Kitamba Management, Inc.'s (Kitamba) education and social impact consulting services and related products business for total consideration of $8,000,000. Kitamba provides data strategy and analysis, instructional and budget support and facility services to K-12 schools, school districts and county offices of education. In connection with this acquisition, goodwill of $13,033,033 was recorded. The acquisition was funded primarily through borrowings available under the CIBC Amendment No. 2 Term Loan (see Note 8). Additionally, the terms of the acquisition allow for contingent consideration of up to $6,000,000 with an estimated fair value of $5,550,182 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Kitamba for the fiscal years of 2022, 2023 and 2024.

Davis Demographics and Planning

On May 12, 2022, the Company acquired Davis Demographics and Planning, Inc. (Davis), a provider of demographics and planning for public school districts, including demographic reports, attendance and boundary planning and GIS services, as well as the licensing of software for total consideration of $2,119,390, including cash at close of $900,000 and a $1,350,000 promissory note (see Note 8). The acquisition was funded primarily through borrowings available under the WhiteHorse Initial Term Loans (see Note 8). In connection with this acquisition, goodwill of $1,917,421 was recorded.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

9. Business Combinations and Divestitures (continued)

Layer 3 Communications

On May 12, 2022, the Company acquired Layer 3 Communications, LLC (Layer 3), a leading provider of complex network, security, and data center IT deployments, as well as custom Managed Service Provider (MSP) solutions for total consideration of $43,927,433, net of cash acquired. The acquisition was funded primarily through borrowings under the WhiteHorse Initial Term Loans (see Note 8). Additionally, the terms of the acquisition allow for contingent consideration of up to $17,000,000 with an estimated fair value of $16,000,581 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Layer 3 for the fiscal years of 2023, 2024 and 2025. In connection with this acquisition, goodwill of $34,093,143 and intangible assets of $24,228,000 were recorded. The intangible assets consist primarily of customer and contract-related intangibles, trademarks and non-competition clauses, which are being amortized over 3 to 10 years.

Ed Direction

On July 29, 2022, the Company acquired Education Direction, LLC (Ed Direction), a leading provider of school transformation services for districts, states, foundations, and nonprofit organizations throughout the U.S for total consideration of $41,166,681, net of cash acquired. The acquisition was funded primarily through borrowings under the WhiteHorse First Amendment Incremental Term Loans (see Note 8) and $9,825,000 of additional capital raised from a major shareholder (Trivest MGT Investor, LLC). Additionally, the terms of the acquisition allow for contingent consideration of up to $6,000,000 with an estimated fair value of $4,034,280 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Ed Direction for the fiscal years of 2023, 2024 and 2025. In connection with this acquisition, goodwill of $33,628,060 and intangible assets of $8,756,000 were recorded. The intangible assets consist primarily of contract-related intangibles, trademarks and non-competition clauses, which are being amortized over 3 to 10 years.

Fiscal Year 2021

Cira Infotech

On October 1, 2020, the Company acquired Cira Infotech, Inc. (Cira), a provider of IT infrastructure managed services and support for total consideration of $6,005,823. The acquisition was funded primarily through $6,000,000 of borrowings under the CIBC Closing Date Term Loan (see Note 8). Additionally, the terms of the acquisition allow for contingent consideration of up to $8,439,298 with an estimated fair value of $7,325,493 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of Cira for the fiscal years of 2021, 2022 and 2023. In connection with this acquisition, goodwill of $9,174,098 and intangible assets of $3,450,000 were recorded. The intangible assets consist of customer-related intangibles and non-competition clauses, which are being amortized over 5 to 10 years. Trademarks with an indefinite life were also acquired.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

9. Business Combinations and Divestitures (continued)

Eric Hall & Associates

On December 10, 2020, the Company acquired the net assets and operations of Eric Hall & Associates, LLC's (EH&A) education consulting practice for total consideration of $1,050,000, including $925,000 cash consideration paid at close. EH&A engages in the business of providing services with respect to human resources, fiscal and budget support and facility services to K-12 public and charter schools, school districts and county offices of education in California. The acquisition was funded primarily through borrowings available under the CIBC Delayed Draw Term Loan (see Note 8). Additionally, the terms of the acquisition allow for contingent consideration of up to $1,050,000 with an estimated fair value of $994,826 as of the acquisition date. Any contingent consideration payments are based upon achieving certain revenue and operational metrics of EH&A for the calendar years of 2021 and 2022. In connection with this acquisition, goodwill of $2,004,466 was recorded.

Fiscal 2022 Divestitures

Strategos

On November 1, 2021, the Company completed the divestiture of Strategos Public Affairs, LLC (Strategos), a wholly owned subsidiary that specializes in governmental advocacy, public opinion architecture and strategic business advisory. The Company redeemed 97,815.97 of the vested membership units of the Company from the acquirers for 100% of the membership units of Strategos for total consideration of $1,400,000. No gain or loss was recorded in the accompanying consolidated statements of operations. Concurrent with the sale, the Company issued to Strategos a Secured Promissory Note (Working Capital Loan) with a principal amount of $397,000 and bearing interest at LIBOR plus 3% maturing on September 30, 2022. The obligations under this Note were secured by Strategos' account receivables and personal guarantees of the acquirers and were paid in full prior to the end of our fiscal year. Additionally, a Transition Services Agreement was entered into to provide corporate back-office services to Strategos for a period of 90 days following the sale.

10. Retirement Plan

The Company adopted a 401(k) profit-sharing plan whereby eligible employees may contribute elective deferrals subject to Internal Revenue Service limitations. The Company matches contributions up to 3% of an employee's compensation. Employer contributions vest over a six-year period. Total employer contributions for the years ended September 30, 2022 and 2021 were approximately $626,000 and $338,000, respectively.

Layer 3, which was acquired during fiscal year 2022, currently maintains its own retirement plan under a 401(k) safe harbor defined contribution plan whereby eligible employees may contribute elective deferrals subject to Internal Revenue Service limitations. Under the safe harbor plan, Layer 3 matches contributions up to 5% of an employee's compensation. Employer contributions are vested immediately. Total employer contributions from the date of acquisition of May 12, 2022 through the year ended September 30, 2022 were approximately $205,000.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

11. Related Party Transactions

For the years ended September 30, 2022 and 2021, the Company incurred rent expense of approximately $225,000 and $179,000; and travel costs of approximately $413,000 and $220,000, respectively, to employees or entities that are owned by members.

12. Lease Obligations

The Company leases various operating facilities throughout the United States with non-cancelable lease terms through 2028. The leases require payments of taxes and certain other expenses. Total rent expense under these leases was approximately $790,000 and $563,000 in 2022 and 2021, respectively. The following is a schedule of future minimum rental commitments required under non-cancelable operating leases that have a minimum initial or remaining lease term in excess of one year as of September 30, 2022:

Years Ending September 30,	
2023	$ 815,866
2024	653,284
2025	467,465
2026	411,883
2027	233,476
Thereafter	51,760
	$ 2,633,734

No capital leases exist as of September 30, 2022.

13. Voting Rights

The Company has one class of common units - Class A common units which have total voting rights. There were 1,135,171 and 1,013,373 vested Class A units outstanding as of September 30, 2022 and 2021, respectively.

14. Equity Appreciation Rights

An Equity Appreciation Rights (EAR) plan was established in fiscal year 2021. The EAR units are used to attract and retain employees and promote the success of the Company's business. Management grants units after receiving authorization from the Board. The EAR units do not have ownership or voting rights in the Company. Units will be redeemed upon a change in control of the Company. The redemption value will represent one Common Class A unit minus the base price of one Common Class A unit. Units are forfeited upon unit holders leaving the Company.

MGT of America, LLC and Subsidiaries
Footnotes to Consolidated Financial Statements
For the Fiscal Years September 30, 2022 and 2021

14. Equity Appreciation Rights (continued)

As of September 30, 2022 and 2021, 118,225 and 32,125 units have been issued, respectively. 36,750 and 3,500 have been forfeited, respectively, leaving 81,475 and 28,625 current units outstanding, respectively. The plan supports up to 100,000 units being allotted, increasing to 180,000 subsequent to fiscal year 2022.

15. Commitments and Contingencies

From time to time, the Company is involved in litigation arising in the ordinary course of business. Some of the actions and proceedings have been brought on behalf of various claimants and certain of these claimants seek damages of unspecified amounts. The Company records a liability when it believes that it is both probable that a loss has been incurred, and the amount can be reasonably estimated. Significant judgment is required to determine both probability and the estimated amount. Where a range of loss can be reasonably estimated with no best estimate in the range, the Company records the minimum estimated liability. While the ultimate outcome of litigation matters cannot be predicted with certainty, it is the current opinion of management that the resolution of such litigation is not likely to have a material adverse effect on the consolidated financial statements.

16. Major Suppliers

For the year ended September 30, 2022, the Company purchased approximately $23,516,000 or 88% of its material and supplies from three suppliers. There were no major suppliers for the year ended September 30, 2021.

17. Supplemental Disclosures for Statements of Cash Flows

Cash paid for interest for the years ended September 30, 2022 and 2021 was approximately $1,742,000 and $290,000, respectively.

Noncash Investing and Financing Transactions

On September 30, 2022, the Company declared a distribution to its members in the amount of $2,000,000 which was subsequently paid in October and November of 2022. The Company has included the liability as of September 30, 2022 in accrued liabilities on the accompanying consolidated balance sheets.

18. Subsequent Events

Management has evaluated subsequent events through February 15, 2023, the date on which the consolidated financial statements were available to be issued, and has no material subsequent events to report.

Read accompanying Independent Auditor's Report.

Appendix A. Sample Management Issues Paper (MIP)

MANAGEMENT ISSUES PAPER©

This tool is designed to collect information about specific concerns that you may have related to your organization's current compensation and classification system. The information that you submit will be used to assist MGT of America Consulting, LLC in the overall position evaluation and to make recommendations for updating and improving the current system.

Your Name _____ **Your Classification Title** _____

Department Name _____

MANAGEMENT ISSUE DETAIL

I. OFFICIAL CLASSIFICATION TITLE (JOB TITLE) RELATED TO THE ISSUE: _____

II. EMPLOYEES IN CLASS RELATED TO THE ISSUE:

List names of class incumbents. Use back of page for additional space if necessary.

_____

_____

_____

III. DESCRIPTION/RESOLUTION OF THE ISSUE:

CHECK ALL THAT APPLY	NATURE OF ISSUE	RECOMMENDED RESOLUTION
	Recruitment/Retention of qualified employees	
	Current **Pay Grade/Salary Range** should be revised/updated	Recommended New Pay Grade or Salary Range:
	Classification Title should be revised/updated	Recommended New Title:
	Career Path/Advancement for this Classification	Recommended New Series or Advancement Level:
	Other (briefly describe)	

IV. BACKGROUND OF THE ISSUE:

Briefly describe the nature of the issue(s) checked in Part III:

_____

_____

_____

Are other related classifications comparable to this classification in terms of required skill, effort, responsibility, or working conditions? Please list titles and pay grades.

_____

_____

_____

Appendix B. Sample Job Content Questionnaire (JCQ)

JOB CONTENT QUESTIONNAIRE©

Prepared for:

INSERT CLIENT NAME

4320 WEST KENNEDY BOULEVARD, SUITE 200 | TAMPA, FLORIDA 33609 | 888.302.0899 | WWW.MGTCONSULTING.COM

INTRODUCTION

The following survey is designed to collect information about your role in the organization and the job that you perform.

Survey results may be used to:

- Make pay adjustments to align individuals performing similar jobs within the organization or in similar organizations.
- Determine how your position compares to the market for pay.
- Determine if positions are accurately classified and if job titles accurately reflect position and duties.
- Ensure accurate and up-to-date job descriptions.
- Assist with staffing plan and salary schedule analyses.
- Identify positions requiring additional job analysis.

This survey will NOT:

- Determine how well you perform your job. This is not a performance evaluation.
- Decide whether there are individuals who should be released or demoted.
- Reduce individual salaries or guarantee increases.

This survey includes four main sections:

I. Basic Job-Related Information
Section 1.0 – Employment Status

II. Job Description, Duties, Responsibilities, and Requirements
Section 2.0 – Job Description
Section 3.0 – Job Duties
Section 4.0 – Knowledge, Skills, and Abilities
Section 5.0 – Function within the Organization
Section 6.0 – Educational Preparation
Section 7.0 – Experience Required

III. Work Performed, Responsibility and Leadership, Communication, and Decision-Making
Section 8.0 – Work Performed
Section 9.0 – Responsibility and Leadership
Section 10.0 – Communication
Section 11.0 – Decision-Making

IV. Financial Authority, Tools and Equipment, and Physical Job Factors
Section 12.0 – Financial Authority
Section 13.0 – Tools and Equipment Usage
Section 14.0 – Working Conditions and Physical Requirements

I. BASIC JOB-RELATED INFORMATION

Name _____
E-mail _____ Phone _____
Supervisor's Name _____
Supervisor's E-mail _____

SECTION 1.0: EMPLOYEMENT STATUS

Official Job Title _____
Working Title* _____
Status (choose one) ❑ Full-time ❑ Part-time

*Unofficial title if different from official title.

II. JOB DESCRIPTION, DUTIES, RESPONSIBILITES, AND REQUIREMENTS

SECTION 2.0: JOB DESCRIPTION

1. Please provide a brief general description of the purpose and responsibilities of your position (3-4 sentences). Please do not list specific duties here. You will list your specific duties in Section 3.0.

2. Indicate the number of Full-time and Part-time individuals you supervise:
(Supervision is the management or supervision of employees who report directly to you.)

Full-time_____ Part-time_____

SECTION 3.0: JOB DUTIES

1. Please list the major job duties of your position, and indicate the percentage of time that you spend annually on each major job duty.
(The % of Time column should total 100 percent.)

ESSENTIAL DUTIES	% OF TIME
Example 1 - Prepares briefing documents on cash availability.	20
Example 2 - Addresses citizen concerns on permit applications.	55
Example 3 - Develops complex software solutions for internal users.	25

ESSENTIAL TASKS	% OF TIME

PERCENT OF TIME SHOULD TOTAL 100%

2. Please describe any additional related job duties:

SECTION 4.0: KNOWLEDGE, SKILLS, AND ABILITIES

1. Please describe the Knowledge, Skills, and Abilities necessary to perform the functions of your job. Knowledge, Skills, and Abilities are additional qualifications and attributes that are necessary to successfully perform the functions of a specific job. Examples of such statements include:

- Knowledge of maintenance equipment and procedures
- Knowledge of operations, services, and policies.
- Knowledge of general office procedures and protocols.

- Knowledge of financial rules, regulations, laws, and procedures.
- Skill in cutting a board to a required measurement.
- Skill in typing 40 words-per-minute.
- Ability to communicate effectively orally and in writing.

SECTION 5.0: FUNCTIONS WITHIN THE ORGANIZATION

1. Please indicate the following organizational level that most closely matches your position within the organization and skip to the section indicated in parentheses at the bottom of this page. Once you have completed the section indicated in the parentheses, skip to Section 6.0 Educational Preparation.

❑ Clerical/Manual (skip to SECTION 5.1) - Work involves clerical tasks; following standardized procedures, techniques, or procedures; and carrying out practices according to standards set by a supervisor or employers.

❑ Technical/Paraprofessional (skip to SECTION 5.1) - Work involves inspecting, measuring, or comparing to a standard; utilizing special training to perform a defined function; following standardized procedures, techniques, or procedures.

❑ Computer Professional (skip to SECTION 5.2) - Work involves maintaining/supporting computer software, hardware, or operating systems through activities like programming, designing, developing, documenting, and analyzing computer systems or software.

❑ Administrator (skip to SECTION 5.3) - Work is directly related to assisting with running or servicing of the business or department.

❑ Professional (skip to SECTION 5.3) - Work requires advanced learning acquired by a prolonged course of specialized intellectual instruction; or work involves advising clients or assisting customers or clients with running their business.

❑ Executive/Managerial (skip to SECTION 5.4) - Work involves managing employees; planning, designing, or overseeing the implementation of organization projects or policies.

If you chose Clerical/Manual or Technical/Paraprofessional, skip to SECTION 5.1.
If you chose Computer Professional, skip to SECTION 5.2.
If you chose Administrator or Professional, skip to SECTION 5.3.
If you chose Executive/Managerial, skip to SECTION 5.4.

SECTION 5.1: ADMINISTRATIVE DUTIES

Only complete this section if you selected Clerical/Manual or Technical/Paraprofessional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Do your primary duties involve performing office or non-manual work directly related to management or general business operations of your employer or its clients?

❑ Yes ❑ No

2. Do your primary duties include the exercise of discretion and independent judgment in matters of significance?

Discretion and independent judgment imply the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

Consider the following factors and check the applicable factors to guide you in determining whether to answer yes or no.

- Have authority to formulate, affect, interpret, or implement management policies or operating practices

- Carry out major assignments in conducting the operations of the organization
- Perform work that affects operations to a substantial degree
- Have authority to commit the employer in matters that have significant financial impact
- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

❑ Yes ❑ No

SECTION 5.2: COMPUTER DUTIES

Only complete this section if you selected Computer Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. **Select "Yes" if your primary duties consist of the following:**
   - The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications
   - The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications
   - The design, documentation, testing, creation or modification of computer programs related to machine operating systems
   - A combination of the aforementioned duties, the performance of which requires the same level of skills

   ❑ Yes ❑ No

SECTION 5.3: ADMINISTRATIVE AND PROFESSIONAL DUTIES

Only complete this section if you selected Administrative or Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. **Do your primary duties involve performing office or non-manual work directly related to management or general operations of your employer or its clients?**

   ❑ Yes ❑ No

2. **Do your primary duties include the exercise of discretion and independent judgment in matters of significance?**

   Discretion and independent judgment implies the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

   Consider the following factors to guide you in determining whether to answer yes or no.
   - Have authority to formulate, affect, interpret, or implement management policies or operating practices
   - Carry out major assignments in conducting the operations of the organization
   - Perform work that affects operations to a substantial degree
   - Have authority to commit the employer in matters that have significant financial impact

- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes, or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

❑ Yes ❑ No

3. **Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?**

   Consider the following factors and definitions before answering yes or no.
   - "Advanced knowledge" means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
   - Advanced knowledge is generally used to analyze, interpret, or make deductions from varying facts or circumstances
   - Advanced knowledge cannot be attained at the high school level
   - "Prolonged course of specialized intellectual instruction" means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

   ❑ Yes ❑ No

4. **Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?**

   ❑ Yes ❑ No

5. **Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?**

   ❑ Yes ❑ No

SECTION 5.4: EXECUTIVE DUTIES

Only complete this section if you selected Executive in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. **Does your primary duty consist of managing a department or subdivision?**

   Factors to consider in determining importance of duty are:
   - Supervising and directing the work of other employees, ordering items, managing the budget and authorizing
   - The relative importance of your management duties as compared with other types of duties
   - The amount of time you spend performing management work. Usually spending more than 50% of one's time performing management work will satisfy the primary duty requirement, but one can spend less time and also meet the primary duty requirement based on other factors
   - Your relative freedom from direct supervision
   - The relationship between your salary and the wages paid to other non-management workers for the same kind of non-management work

   Consider the following management duties to guide you in determining whether to answer yes or no.
   - Supervising employees and/or interviewing, selecting, and training of employees

- Setting and adjusting pay rates and work hours
- Directing the work of employees
- Conducting performance appraisals
- Handling employee complaints and grievances
- Disciplining employees
- Planning work and apportioning the work among the employees
- Running or servicing an organization, such as determining the items to be bought, stocked, and sold
- Planning and controlling the budget
- Monitoring or implementing legal compliance measures

❑ Yes ❑ No

2. **Do you have the authority to hire and fire employees or do you provide suggestions or recommendations regarding hiring, firing, and advancement decisions, which are given weight in the decision-making process?**

To determine weight, consider the following factors:

- The degree to which your duties require making suggestions and recommendations
- The frequency with which suggestions and recommendations are made or requested
- The frequency with which your suggestions and recommendations are relied upon

Note: You need not have authority to make the ultimate decision. Suggestions and recommendations may be reviewed by a higher level manager.

❑ Yes ❑ No

3. **Do you regularly direct the work of two or more full-time employees?**

❑ Yes ❑ No

4. **Do you decide when to perform non-management duties, and when performing such duties do you remain responsible for the success or failure of the organization's operation?**

❑ Yes ❑ No

5. **Are you a shift manager or leader?**

Typically, a shift manager is not responsible for success or failure of the business operation, but rather directs employees while also performing similar work to the employees.

❑ Yes ❑ No

6. **Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?**

Consider the following factors and definitions before answering yes or no.

- "Advanced knowledge" means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
- Advanced knowledge is generally used to analyze, interpret or make deductions from varying facts or circumstances
- Advanced knowledge cannot be attained at the high school level
- "Prolonged course of specialized intellectual instruction" means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

❑ Yes ❑ No

7. **Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?**

❑ Yes ❑ No

8. **Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?**

❑ Yes ❑ No

SECTION 6.0: EDUCATIONAL

1. **What level of education is required for your position?**

❑ Some high school education	❑ Completion of a Bachelor's degree
❑ Completion of high school/GED	❑ Some graduate school education
❑ Some college education	❑ Completion of a Master's degree
❑ Completion of an Associate's degree	❑ Completion of a Doctorate degree

2. **What certifications, licenses, or professional designations, if any, are required for your position?**

3. **What certifications, licenses, or professional designations, if any, are preferred for your position?**

SECTION 7.0: EXPERIENCE

1. **How much experience is required for your position?**

❑ No experience required	❑ 3 years	❑ 7 years
❑ 6 months	❑ 4 years	❑ 8 years
❑ 1 year	❑ 5 years	❑ 9 years
❑ 2 years	❑ 6 years	❑ +10 years

2. **Can education be substituted for experience?**

❑ Yes ❑ No ❑ Do not know

3. **Can experience be substituted for education?**

❑ Yes ❑ No ❑ Do not know

III. WORK PERFORMED, RESPONSIBILITY AND LEADERSHIP, COMMUNICATION, AND DECISION-MAKING JOB FACTORS

SECTION 8.0: WORK PERFORMED

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST MATCH	FACTOR
	Perform clerical or manual tasks Example: May copy, compile, maintain basic files systems or enter data, or compute data using addition, subtraction, multiplication, and division; or compare items against a standard; or operate light equipment such as lawn mowers, floor buffers, pickup truck, van; or perform general housekeeping/custodial duties.
	Perform clerical or manual tasks involving intensive understanding of a field, unit or division Example: May summarize, tabulate, or format data or information, or gather data and information for later evaluation; or perform arithmetic operations including basic geometry or algebra, including computing discounts, interest rates, ratios and/or percents; or uses or operates medium use equipment such as chainsaws, mowing equipment; or journeyman level trades work.
	Perform specialized technical work involving data collection, evaluation, analysis, and troubleshooting, or reports on operations and activities of a department, or performs general coordination of individual or departmental activities Example: May use descriptive statistics, advanced geometry or algebra; requires the use of a wide range of administrative and/or technical methods in the solution of problems; or operate heavy construction equipment; or perform master level trades duties.
	Perform entry level professional work including basic data analysis and synthesis, or report on operations and activities of an organization; or perform quality assurance and compliance activities Example: May use advanced algebra, inferential statistics, and/or financial models.
	Perform professional level work requiring a wide range of administrative, technical, scientific, engineering, accounting, legal, or managerial methods applied to complex problems Example: May plan or direct the sequence of department or division activities
	Perform professional or managerial work including advanced data analysis and synthesis Example: May develop policies, procedures, or methodologies based on new facts or knowledge; or interpret or apply established policies.
	Perform advanced professional work methods to formulate important recommendations or make technical decisions that have an organization-wide impact Example: May require the use of creative ability and resourcefulness in the analysis and solution of complex problems; may develop new approaches or methodologies to solve problems not previously encountered.
	Perform executive or expert professional work to establish policy, long-range plans, and programs, identify funding sources and allocate funds Example: May develop or use theoretical mathematical concepts to formulate new techniques, or make decisions that impact both the organization and the discipline.

SECTION 9.0: RESPONSIBILITY AND LEADERSHIP

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST MATCH	FACTOR
	Follow instructions or work orders; or read routine sentences, instructions, regulations, or procedures.
	Follow technical instructions, procedure manuals and charts to solve practical problems, or compose routine or specialized reports or forms and business letters, or ensure compliance with clear guidelines and standards.
	Follow complex technical instructions, solve technical problems, or disseminate information regarding policies and procedures; may compose unique reports or analysis, or provide extensive customer service to internal or external customers.
	Follow complex rules or systems, using professional literature and technical reports; or enforce laws, rules, regulations, or ordinances.
	Supervise, instruct, or train others through explanation, demonstration, and supervised practice or make recommendations based on technical expertise. May have first-level supervisory duties including administration of performance feedback; or coordinate work activity schedules for teams.
	Direct, manage, or lead others; may determine work procedures, assign duties, maintain harmonious relations, or promote efficiency; may develop and administer operational programs; or may write or present extremely complex papers and reports.
	Formulate and issue policies, procedures, and instructions; responsible for long term planning within an agency, department or division.
	Guide organization-wide development; leads the development of organization mission, vision, and principles; directs capital improvement initiatives.

SECTION 10.0: COMMUNICATION

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST MATCH	FACTOR
	Communicate using routine sentences, complete routine job forms and incident reports, or communicate routine information regarding daily activities.
	Communicate to convey or exchange general work-related information or service to internal or external customers.
	Communicate information to guide or assist people; may give instructions or assignments to helpers or assistants.
	Communicate with internal and external groups, write manuals and complex reports, persuade or influence others in favor of a service, point of view, or course of action.
	Communicate information among co-workers, customers, vendors, and management; or speak before professional and civic groups; may write complex articles and reports or develop presentations for specialized audiences; may read scientific or technical journals or reports.
	Communicate with operational and functional leaders; read and interpret professional materials involving advanced bodies of knowledge.
	Communicates through negotiation and consensus building to exchange ideas, information, and opinions or develop decisions, conclusions, or solutions.
	Communicate with key stakeholders to affect long term planning and to secure organization position and resources.

SECTION 11.0: DECISION-MAKING

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST MATCH	FACTOR
	Perform routine or semi-routine work under direct supervision. Requires very few decisions, affecting only the individual.
	Perform semi-routine work involving set procedures, but which may require problem-solving, serve clients or co-workers, or respond to requests. Requires some decisions that affect a few co-workers.
	Perform semi-skilled work involving some set procedures and frequent problem-solving. Requires frequent decision making affecting co-workers or the general public; may be responsible for providing information to those who depend on a service.
	Perform skilled work involving almost constant problem solving. May be responsible for actions of others, requiring almost constant decisions affecting co-workers, clients or others in the general public.
	Perform coordinating work involving guidelines and rules with constant problem-solving. May be responsible for actions of others requiring development of procedures and constant decisions affecting subordinate workers, clients, or others in the general public.
	Perform management and supervisory work involving policy and guideline interpretation, solving both people and work-related problems. Decision-making is a significant part of job, affecting a large segment of the organization and the general public.
	Perform advanced professional work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organization impact. Work in a highly dynamic environment, responsible to establish goals, objectives and policies.
	Perform executive work involving the application of broad principles of professional management and leadership to new problems for which conventional solutions may or may or exist. Responsible for long-range goals, planning, and methodologies; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics.

- PAGE 11 -

IV. FINANCIAL AUTHORITY, TOOLS AND EQUIPMENT, AND PHYSICAL LABOR FACTORS

SECTION 12.0: FINANCIAL AUTHORITY

1. Please read each sentence below and select all factors that represent the financial authority your job entails. (*Check all that apply.*)

- ❑ None/Not Applicable
- ❑ Handle cash transactions; prepare and process purchase orders.
- ❑ Bill or reconcile records, including departmental budget records and other related information such as subcontracts.
- ❑ Manage inventory, property, or loss control.
- ❑ Administer benefits by determining individual eligibility and coverage levels or determining compensation levels.
- ❑ Authorized to purchase goods or services worth more than $100 without securing approval from another authority or able to make recommendations that impact resource allocation.
- ❑ Manage or administer budget within assigned department.
- ❑ Budget or allocate funds within or across departments or divisions.

SECTION 13.0: TOOLS AND EQUIPMENT

1. Please read each statement below and select all factors that represent the tools or equipment you use to perform your job. (*Check all that apply.*)

- ❑ None/Not Applicable
- ❑ Use office machines such as copiers or calculators.
- ❑ Use computers for data entry; or handle, use, or repair hand-held power equipment or light machinery.
- ❑ Use computers for word processing, spreadsheets, PowerPoint presentations or custom applications.
- ❑ Use, develop, or repair electronics or complex software, hardware, or network systems; operate, install, test or inspect heavy or complex machinery.
- ❑ Supervise the activities of those operating or repairing complex machinery or technology systems.
- ❑ Interpret policy and establish methods and procedures for acquiring, installing, testing, operating or repairing machinery or technology systems.
- ❑ Establish policy for the acquisition, installation, testing, operation, and maintenance of machinery or technology systems.
- ❑ Establish long-range plans and programs for capital improvements, major construction projects, or new technology systems.

- PAGE 12 -

SECTION 14.0: PHYSICAL JOB FACTORS

Please provide details for the working conditions and physical demands that are required to successfully perform your job.

1. **Which of the following physical conditions and hazards are encountered in your position?** (*Check all that apply.*)

- ❑ Indoor environment
- ❑ Outdoor environment
- ❑ Noise
- ❑ Extreme temperatures
- ❑ Vibration
- ❑ Moisture and/or humidity
- ❑ Dust
- ❑ Fumes
- ❑ Gases
- ❑ Poor ventilation
- ❑ Electrical hazards
- ❑ Mechanical hazards
- ❑ Chemical hazards
- ❑ Explosive hazards
- ❑ Burn hazards
- ❑ Potential for violence/physical altercations
- ❑ Other_____
- ❑ Other_____

2. **How much time is spent doing the following activities in your position?**
Example: Position requires sitting over 2/3 of the time.

ACTIVITY	AMOUNT OF TIME SPENT			
	NONE	UNDER 1/3	1/3 TO 2/3	OVER 2/3
Standing	❑	❑	❑	❑
Walking	❑	❑	❑	❑
Sitting	❑	❑	❑	❑
Gripping or feeling with hands	❑	❑	❑	❑
Reaching with hands and arms	❑	❑	❑	❑
Climbing or balancing	❑	❑	❑	❑
Stooping, kneeling, crouching, or crawling	❑	❑	❑	❑
Talking or hearing	❑	❑	❑	❑
Tasting or smelling	❑	❑	❑	❑

3. **Does this job require that weight be lifted? If so, how much and how often?**
Example: Position requires lifting up to 25 pounds over 2/3 of the time.

PHYSICAL REQUIREMENTS: WEIGHT LIFTED	AMOUNT OF TIME SPENT			
	NONE	UNDER 1/3	1/3 TO 2/3	OVER 2/3
Up to 10 pounds	❑	❑	❑	❑
Up to 25 pounds	❑	❑	❑	❑
Up to 50 pounds	❑	❑	❑	❑
Up to 100 pounds	❑	❑	❑	❑
More than 100 pounds	❑	❑	❑	❑

4. **Does this job have any special vision requirements?** (*Check all that apply.*)

- ❑ No special vision requirements
- ❑ Close vision (clear vision at 20 inches or less)
- ❑ Distance vision (clear vision at 20 feet or more)
- ❑ Color vision (ability to identify and distinguish colors)
- ❑ Peripheral vision (ability to observe an area that can be seen up or down or to the left and right when vision is fixed on a given point)
- ❑ Depth perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ❑ Ability to adjust focus (ability to adjust the eye to bring an object into sharp focus)

SUPERVISOR'S COMMENTS

Supervisor Instructions:

Please review your employee's questionnaire carefully and check if you agree or disagree with the employee's choices or statements. Note any additional information that you feel is important to the understanding of this employee's work. If you disagree with any of the levels checked or statements made in this questionnaire, we ask that you do not change any response nor ask the employee to change a response. Rather, please indicate your comments on this page. If you need additional room, please add a page and staple it to this questionnaire. Each section must be reviewed. Failure to review each section thoroughly and to complete this section of the questionnaire will result in a delay in the evaluation process. Thank you for your time and attention to this process.

SECTION	AGREE	DISAGREE	COMMENTS
1.0	❑	❑	
2.0	❑	❑	
3.0	❑	❑	
4.0	❑	❑	
5.0	❑	❑	
6.0	❑	❑	
7.0	❑	❑	
8.0	❑	❑	
9.0	❑	❑	
10.0	❑	❑	
11.0	❑	❑	
12.0	❑	❑	
13.0	❑	❑	
14.0	❑	❑	

Additional Comments:

_____

_____

_____

I certify that I have read and reviewed this questionnaire and that I have noted any additional information or areas of disagreement to the best of my ability.

Supervisor's Signature:_____ **Date:**_____

Appendix C. Required Forms

Completed forms are provided on the following pages.

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: MGT Impact Solutions, LLC

Print Authorized Officer Name & Title: A. Trey Traviesa/ CEO

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	x
City of NSB Form: Vendor Information Form	x
City of NSB Form: Vendor Summary Form	x
City of NSB Form: Completed W9	x
City of NSB Form: Statement of Insurance	x
City of NSB Form: Public Entity Crime Information Statement	x
City of NSB Form: Disputes Disclosure	x
City of NSB Form: Drug Free Workplace Certification	x
City of NSB Form: Sworn Statement	x
City of NSB Form: Non-Collusion Affidavit	x
City of NSB Form: E-Verify	x
City of NSB Form: Human Trafficking Affidavit	x
City of NSB Form: Conflict of Interest	x
City of NSB Form: Organizational Information	x
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	x
City of NSB Form: Smoke Free Acknowledgement	x
City of NSB Form: References	x
City of NSB Form: Signed Addendums (if applicable)	x
City of NSB Form: Fee Proposal	x
Copy of Sunbiz Registration with Active Status	x
Copy of Sam's Gov Registration	x

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Robert Holloway	Senior Vice President	888.302.0899

Robert Holloway
Print Name

Senior Vice President 
Signature/Title)

MGT Impact Solutions, LLC
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship

_____ Joint Venture

LLC (Limited Liability Company)

__X__ Partnership

_____ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 81-0890071

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information	
Company Name: MGT Impact Solutions, LLC	Federal Employer Identification Number or SS Number: 81-0890071 DUN Number: 02-096-7659
Mailing Address 4320 West Kennedy Boulevard, Ste 200	Type of Entity (Circle One) ✕ LLC (Limited Liability Company) Corporation (Partnership) Proprietorship Joint Venture
City, State, Zip Code Tampa, Florida 33609	Incorporated in the State of: Florida
Corporate Address: 4320 West Kennedy Boulevard, Ste 200	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No State of Florida Department of State Certificate of Authority Document No: L15000199435
City, State, Zip Code Tampa, Florida 33609	
Telephone No. 888.302.0899	
Email Address: proposals@mgt.us	
If remittance address is different from the mailing address so indicate below. PO BOX 735759, Chicago, IL 60673	
List Principals (Print): President: A. Trey Traviesa — Vice President: Patrick J. Dyer Secretary: Carla Luke — Treasurer: Carla Luke Other: _____ — Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Robert Holloway
Printed Name

Title: Senior Vice President

Date: 2/18/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: 2/18/25

VENDOR NAME: MGT Impact Solutions, LLC

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
4320 West Kennedy Boulevard, Ste 200	PO BOX 735759	4320 West Kennedy Boulevard, Ste 200
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
Tampa, Florida	Chicago, IL	Tampa, Florida
CITY/STATE	CITY/STATE	CITY/STATE
33609	60673	33609
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Sheena Horton

E-MAIL: proposals@mgt.us

OFFICE PHONE: 888.302.0899

FAX: N/A

MOBILE PHONE: _____

FEDERAL TAX ID#: 81-0890071

DUNS Number: 02-096-7659

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MGT Impact Solutions, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4320 W. Kennedy Blvd., Suite 200

6 City, state, and ZIP code

Tampa, FL 33609

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	1	–	0	8	9	0	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Jaclyn Klauka **Date** **8/19/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

MGT Impact Solutions, LLC
PROPOSER/BIDDER


A. Trey Traviesa
AUTHORIZED SIGNATURE

CEO
OFFICER TITLE

2/12/2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Authorized Signature and Title

Date: 2/18/25

Robert Holloway, Senior Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES X NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 08-25-HR described as:

_____.

MGT Impact Solutions, LLC
Firm

2/18/25
Date

Senior Vice President
Authorized Signature and Title

Robert Holloway, Senior Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? YES

MGT is proud to have a 50-year history of delivering on our promises and achieving the highest levels of client satisfaction. Over the past five years, we have successfully completed over 5,000 engagements with only two contracts terminated, reflecting our commitment to exceptional service and strong client relationships. MGT values long-term partnerships and aims to resolve any issues collaboratively before resorting to termination.

1. **Colorado School of Mines, Colorado**
Date of original contract: 8/10/2020
Termination Date: 4/9/2021
Type of Contract: Classification and Compensation Study
Reason for Termination: Unable to attain client input to achieve schedule and deliverables.

2. **City of Spokane, Washington**
Date of original contract: 6/7/2023
Termination Date: 2/1/2024
Type of Contract: Cost Allocation Plan
Reason for Termination: Not providing a completed deliverable upon a contractual timeline.

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

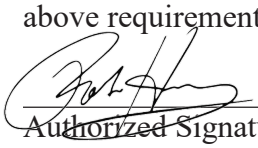
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Date: 2/18/25

Authorized Signature

Robert Holloway, Senior Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Pactima eNotary (RON) Package ID: XEorSZJ8WcIcpLgaDDLWB

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Robert Holloway, Senior Vice President
(Print Individual's Name and Title)
for MGT Impact Solutions, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is 4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-0890071

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

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employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 18th day of February, 2025.

Personally known X _____
(Notary)

OR produced identification _____ Notary Public State of TEXAS

_____ My commission expires: 4/29/28
(Type of Identification)

KATELYNN BARRON
Notary ID #134876945
My Commission Expires
April 29, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Pactima eNotary (RON) Package ID: XEorSZJ8WcIcpLgaDDLWB

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of TEXAS

County of COLEMAN

Robert Holloway, being first duly sworn, deposes and says that:

He/she is Senior Vice President of MGT Impact Solutions, LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Signed

Senior Vice President
Title

Subscribed and sworn to before me this 18th day of February, 2025.

Proposal Support Associate
Title

My Commission Expires: 4/29/28

KATELYNN BARRON
Notary ID #134876945
My Commission Expires
April 29, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Pactima eNotary (RON) Package ID: XEorSZJ8WcIcpLgaDDLWB

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: MGT Impact Solutions, LLC

Consultant E-Verify Registration Number: 1829413

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: ~~Robert~~ Holloway

Sworn to and subscribed before me, by ( ) physical presence or (×) remote audio-visual means, this

18th Day of February, 2025. She/He is personally known to me or has produced

_____ As identification.

_____

Notary Public

My commission expires: 4/29/28

KATELYNN BARRON
Notary ID #134876945
My Commission Expires
April 29, 2028

Pactima eNotary (RON) Package ID: XEorSZJ8WcIcpLgaDDLWB

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: MGT Impact Solutions, LLC

Authorized Signature: _____ Date: 2/18/25

Printed Name: Robert Holloway

Title: Senior Vice President

STATE OF TEXAS

COUNTY OF COLEMAN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 18th day of February, 2025, by Robert Holloway, as Senior Vice President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

KATELYNN BARRON
Notary ID #134876945
My Commission Expires
April 29, 2028

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/29/28

Pactima eNotary (RON) Package ID: XEorSZJ8WcIcpLgaDDLWB

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Tampa

Before me, the undersigned authority, personally appeared Robert Holloway

who was duly sworn, deposes, and states:

1. I am the Senior Vice President of MGT Impact Solutions, LLC with a local office in Tampa, Florida (City & State) and principal office in Tampa, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Robert Holloway
Typed Name

Signed

Senior Vice President
Title

2/18/25
Dated

Sworn to and subscribed before me this 18th day of February 2025.

Personally known × OR produced identification ____. Identification type:

Notary Public: State of TEXAS County of COLEMAN

Katelynn Barron
Printed, typed, or stamped commissioned name of notary public

My commission expires: 4/29/28

KATELYNN BARRON
Notary ID #134876945
My Commission Expires
April 29, 2028

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☒ Other (Please specify)
		LLC (Limited Liability Company)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609	
Federal I.D. Number	81-0890071	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: MGT Impact Solutions, LLC

Mailing Address: 4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

Telephone Number: 888.302.0899 Fax Number: N/A E-mail Address: proposals@mgt.us

Authorized Signature	Robert Holloway	81-0890071
	Printed Name	FEIN

Senior Vice President	2/18/25
Title	Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: MGT Impact Solutions, LLC

FEIN: 81-0890071

Authorized Representative Name and Title: Robert Holloway, Senior Vice President

Address: 4320 West Kennedy Boulevard, Ste 200

City: Tampa State: Florida Zip: 33609

Phone Number: 888.302.0899 Email Address: proposals@mgt.us

Certified By: Robert Holloway Senior Vice President,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

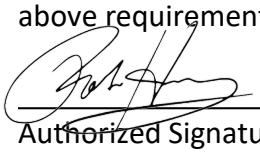
The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Senior Vice President — Date: 2/18/25

Authorized Signature and Title

Robert Holloway, Senior Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	9770 Culver Boulevard, Culver City, CA 90232			
Contracting Agency/Client:	City of Culver, California			
Contact Name and Phone #:	Dana Anderson, Human Resources Director | (310) 253-5658			
Contact Email Address and Fax #:	dana.anderson@culvercity.org			
Contract Amount: $159,800.00	Start Date: June 15, 2023		End Date: May 6, 2024	
Project #2:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	3120 Stonecrest Boulevard, Suite 190, Stonecrest, Georgia 30038			
Contracting Agency/Client:	City of Stonecrest, Georgia			
Contact Name and Phone #:	Gia Scruggs, Acting City Manager | (770) 224-0200			
Contact Email Address and Fax #:	gscruggs@stonecrestga.gov			
Contract Amount: $55,280.00	Start Date:	February 28, 2023	End Date:	June 12, 2023
Project #3:				
Project Name:	Classification and Compensation Study			
Type of Project/Service:	Classification and Compensation Study			
Address:	150 E. Main Street, Hillsboro, Oregon 97123			
Contracting Agency/Client:	City of Hillsboro, Oregon			
Contact Name and Phone #:	Katie Jensen, Recruitment, Learning, and Development Manager | 503-681-6100			
Contact Email Address and Fax #:	katie.jensen@hillsboro-oregon.gov			
Contract Amount: $199,250.00	Start Date:	May 2023	End Date:	March 2024

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Robert Holloway Proposer Signature: 

MGT Impact Solutions, LLC

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Robert Holloway Proposer Signature: 

Firm Name (Please Print): MGT Impact Solutions, LLC

TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ 183,964 (in figures)

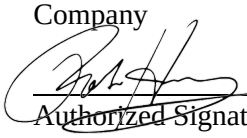
One hundred eighty three thousand, nine hundred and sixty four dollars

(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

MGT Impact Solutions, LLC Company	4320 West Kennedy Boulevard, Ste 200 Address
 Authorized Signature	Tampa, Florida 33609 City, State, Zip Code
Robert Holloway, Senior Vice President Printed Name & Title	888.302.0899 Telephone No.
proposals@mgt.us Email	N/A Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: _____

MGT Impact Solutions, LLC, 4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

(Type or print business name and address)

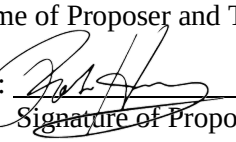
as his office to which notices may be delivered or mailed.

DATED: 2/18/25

Robert Holloway, Senior Vice President

Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: 

Signature of Proposer

Corporation Name & Address: MGT Impact Solutions, LLC

4320 West Kennedy Boulevard, Ste 200, Tampa, Florida 33609

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

MGT Impact Solutions, LLC Company	4320 West Kennedy Boulevard, Ste 200 Address
 Authorized Signature	Tampa, Florida 33609 City, State, Zip Code
Robert Holloway, Senior Vice President Printed Name & Title	888.302.0899 Telephone No.
proposals@mgt.us Email	N/A Fax No.

SAM.GOV®

MGT IMPACT SOLUTIONS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DFMGUMGYWKL9	**7QKE1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 3, 2025**	
Physical Address	Mailing Address	
4320 W Kennedy BLVD STE 200 **Tampa, Florida 33609-2118** **United States**	**4320 W Kennedy BLVD STE 200** **Tampa, Florida 33609-2118** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 14	**Florida / United States**	**www.mgt.us**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 5, 2024	**Dec 3, 2024**	**Sep 29, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 25, 1974	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
9SGN9	**MGT INTERMEDIATE, LLC**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

1045

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Partnership or Limited Liability Partnership

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
7QKE1

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********26**

Lock Box Number
P.O. Box 735759

Financial Institution
JPMORGAN CHASE BANK, NA

Account Number
*********33**

Automated Clearing House

Phone (U.S.)
8133274717

Email
arinv@mgt.us

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

MGT Impact Solutions LLC
P.O. Box 735759
Chicago, Illinois 60673
United States

Taxpayer Information

EIN
*******0071**

Type of Tax
Applicable Federal Tax

Taxpayer Name
MGT Impact Solutions LLC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Chief Financial Officer

TIN Consent Date
Dec 3, 2024

Address
4320 W Kennedy BLVD STE 200
Tampa, Florida 33609

Signature
Carla Luke

Points of Contact

Accounts Receivable POC

Threisy Paredes, Senior Accountant
arinv@mgt.us
8133274717

Electronic Business

Carla Luke, Chief Financial Officer
cluke@mgt.us
8133274717

4320 West Kennedy BLVD. STE 200
Tampa, Florida 33609
United States

Government Business

Nicholas Funari, Director of Enterprise SLED Sales
nfunari@mgt.us
2108851903

4320 West Kennedy BLVD. STE 200
Tampa, Florida 33609
United States

Eric Parish, Executive Vice President
eparish@mgt.us
7202556611

4320 West Kennedy BLVD. STE 200
Tampa, Florida 33609
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541513**	**Computer Facilities Management Services**
	334111	**Electronic Computer Manufacturing**
	334112	**Computer Storage Device Manufacturing**
	518210	**Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services**
	541219	**Other Accounting Services**
	541330	**Engineering Services**
	541512	**Computer Systems Design Services**
	541519	**Other Computer Related Services**
	541611	**Administrative Management And General Management Consulting Services**
	541612	**Human Resources Consulting Services**
	541613	**Marketing Consulting Services**
	541614	**Process, Physical Distribution, And Logistics Consulting Services**
	541618	**Other Management Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541720	**Research And Development In The Social Sciences And Humanities**
	541990	**All Other Professional, Scientific, And Technical Services**
	561210	**Facilities Support Services**
	611710	**Educational Support Services**
	925110	**Administration Of Housing Programs**
	925120	**Administration Of Urban Planning And Community And Rural Development**

Product and Service Codes

PSC	PSC Name
B505	**Special Studies/Analysis- Cost Benefit**
B506	**Special Studies/Analysis- Data (Other Than Scientific)**
B513	**Special Studies/Analysis- Feasibility (Non-Construction)**
B542	**Special Studies/Analysis- Educational**

B544	**Special Studies/Analysis- Technology**
B547	**Special Studies/Analysis- Accounting/Financial Management**
B550	**Special Studies/Analysis- Organization/Administrative/Personnel**
B552	**Special Studies/Analysis- Manpower**
R405	**Support- Professional: Operations Research/Quantitative Analysis**
R406	**Support- Professional: Policy Review/Development**
R410	**Support- Professional: Program Evaluation/Review/Development**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$12,366,716,719.00

Number of Employees (in accordance with 13 CFR 121)
1000

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 08-25-HR

Compensation and Benefits Study

RESPONSE DEADLINE: February 20, 2025 at 5:00 pm

Report Generated: Thursday, March 13, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Evergreen Solutions, LLC	Gallagher Benefit Services, Inc.	Management Advisory Group International, Inc.	RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
Public Records	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass
Introduction and Management Summary	Pass	Pass	Pass	Pass
Background and Experience of the Firm	Pass	Pass	Pass	Pass
Skills and Credentials of the Designated Project Team	Pass	Pass	Pass	Pass

Question Title	Evergreen Solutions, LLC	Gallagher Benefit Services, Inc.	Management Advisory Group International, Inc.	RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources	Pass	Pass	Pass	Pass
Fee Proposal				
References	Pass	Pass	Pass	Pass
References				
Financial Stability	Pass	Pass	Pass	Pass
City Required Forms	Pass	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass		Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Background and Experience of the Firm	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Skills and Credentials of the Designated Project Team	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Scope Approach, Anticipated Timeframe, and Technological Resources	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Evergreen Solutions, LLC	98.7	98.7	98.7	**98.7**
Management Advisory Group International, Inc.	83.1	89.1	83.1	**85.05**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	87.3	77.3	78.3	**81**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Gallagher Benefit Services, Inc.	81.7	74.7	76.7	**77.7**
MGT Impact Solutions, LLC Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Background and Experience of the Firm Points Based 25 Points (25%)	Skills and Credentials of the Designated Project Team Points Based 20 Points (20%)	Scope Approach, Anticipated Timeframe, and Technological Resources Points Based 20 Points (20%)	Fee Proposal Points Based 20 Points (20%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
Evergreen Solutions, LLC	25	20	20	20	13.7	**98.7**
Management Advisory Group International, Inc.	20.7	18	17.3	19.1	10	**85.05**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	22	18.7	18	9.3	13	**81**
Gallagher Benefit Services, Inc.	24	18.7	18.3	11.7	5	**77.7**
MGT Impact Solutions, LLC Excluded	0	0	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

Evergreen Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

provided extensive list of city and county experience in Florida. 1,400 other studies; 200 of those in Florida. 25 full time staff members + 5 part time. More than 25 years of experience performing these surveys and analyses for public employers for multiclassification systems.

Evaluator 2: 25

1,400, 20 years, 47 states, based in FL, 40% repeat business

Evaluator 3: 25

20 years in business; 1400 studies; 47 states; Florida is the largest market; 40% of customers repeat customers

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

Project Team includes individuals with extensive experience (25 years) in similar projects, demonstrating professional skills and credentials of staff assigned to the study.

Evaluator 2: 20

Interactive project approach, automated tools to show progress of work, public meeting with employees, tailored and modify as necessary

Evaluator 3: 20

30+ years experience; nationally recognized and asked to present at conferences; lots of HR experience; clearly defined roles

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

The approach, timeframe and technological resources were clearly provided with a step by step explanation of the process and check points along the way

Evaluator 2: 20

Importance placed on sustainability of plan, will present to city commission, year of supplemental support. Free software.

Evaluator 3: 20

project management philosophy; weekly updates; well defined steps; treats each client like it's a brand new study; employee orientations, interview sample of employees, meets with all department heads; build compensation philosophy, plans, total cash and total compensation analysis/plans; solution analysis to recommend best option

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 20

provided by purchasing

Evaluator 2: 20

Very competitive.

Evaluator 3: 20

lowest proposal; includes 1 year phone and virtual support after and proprietary software

References | Points Based | 15 Points (15%)

Evaluator 1: 13.7

provided by purchasing

Evaluator 2: 13.7

Provided by HR and Janet.

Evaluator 3: 13.7

Provided by Purchasing

Gallagher Benefit Services, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

20 years of experience higher learning, municipalities and utilities.

Evaluator 2: 25

Nationwide with vast exp. with a team of experts to assist in the comprehensive plan.

Evaluator 3: 22

40+ years, public sector only; "pay equity team"; largest national benefit survey

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

project team skill and credentials range from 20 years to 11 years with different backgrounds including municipalities of similar size and scope

Evaluator 2: 18

Team presenting plus network behind them to support.

Evaluator 3: 18

team seems to have lots of experience, but no defined plan of who will handle what with our survey

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

Compensation philosophy and equity studies presented as a different approach and how to formalize that in a document.

Evaluator 2: 15

Total time 4 months, work with team to tailor to our needs on comp. policy and competition in the local market.

Evaluator 3: 20

need 85% match to be considered market comparator; work on job descriptions not just titles; establish a compensation philosophy; classify and grade job families through market analysis; ongoing communication; training on how to continue philosophy and manage pay structure

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 11.7
provided by purchasing
Evaluator 2: 11.7
From Janet.
Evaluator 3: 11.7
mid range; additional charges if onsite meetings requested

References | Points Based | 15 Points (15%)
Evaluator 1: 5
provided by purchasing
Evaluator 2: 5
From Janet.
Evaluator 3: 5
Provided by Purchasing

Management Advisory Group International, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 22
Background listed 600 other study's with more than 25 years of experience
Evaluator 2: 22
600 Studies, 40 states, 100 in FL, govt. exp.
Evaluator 3: 18

didn't give a lot of information during presentation; 100's of studies; started in FL, moved across Southeast; have 2 Florida reps for quick response team

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 18
10 employees on staff including the project team. Some on the team have 25 years of experience.
Evaluator 2: 18
Good mix of exp and complimentary team to support.
Evaluator 3: 18
dedicated day-to-day consultant; someone dedicated to communication to employees, benefits, job descriptions, etc.

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)
Evaluator 1: 14
Scope approach, deliverables and technology resources listed. Market manager database. Employee survey was confusing for employees in Edgewater to complete as was the final report.
Evaluator 2: 20
Classification and comp. benefits structure, will cover pay grade that can be tailored to City
Evaluator 3: 18
120 day timeline with specific benchmarks; review all 150 job classes; employees provide lots of information; provides custom study, not old data; proprietary software analyzes facts and data; uses data from external market and internal knowledge; can create pay ranges or step plans, assists with compensation philosophy

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 19.05
provided by purchasing
Evaluator 2: 19.05

From Janet

Evaluator 3: 19.05

fair proposal, no additional fees; software and assistance for 1 year after completion; maintenance agreement can be implemented later

References | Points Based | 15 Points (15%)

Evaluator 1: 10

provided by purchasing

Evaluator 2: 10

From Janet

Evaluator 3: 10

Provided by Purchasing

RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

30+ years experience 140 similar projects in Florida

Evaluator 2: 22

30 years in FL, and vast public sector experience and work.

Evaluator 3: 19

Gehring Group acquired by RSC; public sector specialty; 30+ years; lots of HR experience

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

5,000 employees. Team members have 20 years of experience in for municipalities in Florida

Evaluator 2: 18

13-14 weeks and want to work with team closely, start with benchmark data and then build out from there.

Evaluator 3: 18

2 main contacts with HR experience; analysts work in background

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

impressive presentation "does not rely on surveys or other studies". Has the capability to consider employees that have been reclassified recently even though they have been with the City 5+ years.

Evaluator 2: 15

Provide software and will use comps from the local area, approximately 10-15 and will work towards finding local jobs that match our descriptions.

Evaluator 3: 19

enhance or help us overhaul compensation philosophy; benchmark 12 - 15 entities and all positions; looks at total compensation; create pay bands and how to move through those; compression and internal equity; proprietary benchmarking tool

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 9.33

provided by purchasing

Evaluator 2: 9.33

From Janet

Evaluator 3: 9.33

highest proposal for phase 2; fee breakdown based on time spent provided

References | Points Based | 15 Points (15%)

Evaluator 1: 13

provided by purchasing

Evaluator 2: 13

From Janet

Evaluator 3: 13

Provided by Purchasing

MGT Impact Solutions, LLC
(Excluded)

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

References | Points Based | 15 Points (15%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Background and Experience of the Firm	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Skills and Credentials of the Designated Project Team	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Scope Approach, Anticipated Timeframe, and Technological Resources	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Evergreen Solutions, LLC	65	65	65	**65**
Management Advisory Group International, Inc.	50	65	60	**58.33**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	60	60	54	**58**
Gallagher Benefit Services, Inc.	52	63	58	**57.67**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
MGT Impact Solutions, LLC	57	60	52	**56.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Background and Experience of the Firm Points Based 25 Points (25%)	Skills and Credentials of the Designated Project Team Points Based 20 Points (20%)	Scope Approach, Anticipated Timeframe, and Technological Resources Points Based 20 Points (20%)	Fee Proposal Points Based 20 Points (20%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
Evergreen Solutions, LLC	25	20	20	0	0	**65**
Management Advisory Group International, Inc.	24	17.7	16.7	0	0	**58.33**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	23	18.3	16.7	0	0	**58**
Gallagher Benefit Services, Inc.	22.3	18.3	17	0	0	**57.67**
MGT Impact Solutions, LLC	21.7	19	15.7	0	0	**56.33**

INDIVIDUAL PROPOSAL SCORES

Evergreen Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

established 2004, 1,400 studies, 200+ in FL listed a long list of municipal work.

Evaluator 2: 25

Nationwide experience, local government work, multi classification

Evaluator 3: 25

over 200 studies in Florida, specializes in public sector; does not use "one size fits all" approach; knowledge of Florida statutes; multiple municipalities have used them repeatedly.

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

Dr. Ling established 2004, 25 years more than 1,400 public sector projects; Mark Holcombe 10 years, Rob Williamson 20 years, Kark Fuchs 25 years....all with extensive experience with conducting these types of studies for municipalities of all sizes in Florida and beyond.

Evaluator 2: 20

Each member brings exp. and diverse set of skills

Evaluator 3: 20

clearly defined roles and responsibilities for the proposer and city; project consultants work with city directly but layers of management to oversee project; all project managers have long term work in classification, benefit and compensation studies; Senior Consultant was an HR Director for a municipality

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

Evergreen "understands that there is not a one size fits all solution" Evergreen's Job Assessment Tool (copyrighted) and Best Practices Job Force Manager. Lots of interaction with the firm and city employees and project manager. Office located in Orlando FL. Provides maintenance tools to implement, manage and update the solutions. Increases the fairness and transparency of regular compensation and classifications tasks after solution is implemented for sustainability into the future.

Evaluator 2: 20

Timeline meets goals, detailed example, good technical tools

Evaluator 3: 20

focus on market competitiveness; laid out deliverables and the timeline very specifically to follow a specific plan so no confusion in the process; seeks direct input from employees, supervisors, managers, department heads; final product also helps make a plan how employees can move through a pay plan, not stay stagnant; plan and tools to help city know how and when to adjust the pay plan after the study is completed; compensation tied to strategic goals; looks at overall compensation package

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$35,000

Evaluator 2: 0

n/a

Evaluator 3: 0

fair proposal

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

Gallagher Benefit Services, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 20

20 years, mostly in private sectors, higher learning, not-for-profit, pharmaceuticals, financial services, did not list many municipal experience, non in Florida

Evaluator 2: 25

Global presence, public sector experience with local govt.

Evaluator 3: 22

lots of experience, huge company; one of largest human capital, insurance, risk; operate in 33 countries; lots of public sector and higher learning consulting; 500+ surveys in 10 years but didn't highlight any in FLorida; how personal will they be?

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 17

Great experience in time, mostly listed higher education experience, businesses, pharmaceuticals, financial services, did not list many municipal

Evaluator 2: 20

Decades of experience and a team to support.

Evaluator 3: 18

lots of experience in team in all aspects of HR which helps understanding; huge group of people on team but who will be our reps; will this be less personal

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 15

Approach did not appear to be tailored to municipal functionality. Seemed to be a market study, more than a personal touch to understand what employees do in their roles and understand specifically how our City operates

Evaluator 2: 18

Less detail on how they will get the work done, but with enough experience to feel comfortable with them.

Evaluator 3: 18

very specific plan using their C.A.R.E.S. model; phased work plan with specific measurables; timeline in order and meets our deadlines; virtual meetings only

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$59,825 plus on site visits are additional charges

Evaluator 2: 0

n/a

Evaluator 3: 0

flat fee and extra fees if onsite meetings

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

Management Advisory Group International, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 22

25 years experience in, referenced 600 other studies including municipalities, some in Florida

Evaluator 2: 25

Nationwide exp for 25 years, and has over 600 surveys of local govt.

Evaluator 3: 25

completed surveys for lots of Volusia cities; full service HR consulting; 600+ surveys in 25 years; biweekly verbal check in and monthly reports 4 month time frame

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 18

10 employees, Dr. Campbell 25 years experience, Ms. Kyle 20 years, Rita Haughabrook 20 years, etc.

Evaluator 2: 20

Experience equal to the task.

Evaluator 3: 15

40 states and 25 years experience; 2 current clients in FL, no local right now; survey examples from Deerfield Beach, Delray, and Sanford; not as much HR experience in the staff

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 10

Proprietary Market Manager database and the survey does not take account for an employee's length of employment, only the latest job title, also it does not take into consideration employees that may have more than one job title and job description. In Edgewater, employees had difficulty with the survey and needed assistance; and when the final report was finalized, it was confusing, there were some employees that did not receive an adjustment in their compensation because they had just recently been reclassified by job title, not compensation and those employees were disgruntled, and the result was a loss of morale among those employees and departments.

Evaluator 2: 20

Detailed approach with a timeline that meets our expectations.

Evaluator 3: 20

benchmark positions only; propietary software; laid out a complete plan and timeline; includes training for continuing the pay plan after they're done

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 0
$36,750 plus $200 per hour for ad hoc services
Evaluator 2: 0
n/a
Evaluator 3: 0
flat fee with no additional costs

References | Points Based | 15 Points (15%)
Evaluator 1: 0
Reference form not received yet. Purchasing to Follow Up
Evaluator 2: 0
n/a
Evaluator 3: 0
no comment at this time

MGT Impact Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 25
50 years of experience, mentioned 30,000 projects
Evaluator 2: 25
Local experience with city govt, but also a nationwide presence.
Evaluator 3: 15

discussed more about the scope of the project than the background of the firm; 30,000 projects, 350 equity studies; many in Florida

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 19
900 employees impressive ICMA experience, and the Prosci Change Manager Practitioner certifications of the project team
Evaluator 2: 20
Vast and relevant experience.
Evaluator 3: 18
50+ years of experience; defined the members of the team and their roles, provided resumes

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)
Evaluator 1: 13
Examples provided were redacted so it was difficult to score
Evaluator 2: 15
Looks good on the surface but with information redacted it did not have the same level of confidence as others.
Evaluator 3: 19
biweekly verbal check ins; detailed plan with specific tasks/timeline; on call consultation for 3 months after implementation; gave a benefits example

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 0
$183,964
Evaluator 2: 0
n/a
Evaluator 3: 0
seems extraordinarily high

References | Points Based | 15 Points (15%)
Evaluator 1: 0
Reference form not received yet. Purchasing to Follow Up
Evaluator 2: 0
n/a
Evaluator 3: 0
no comment at this time

RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 24
30 years 140 projects in FL
Evaluator 2: 25
Good local govt. exp, but a nationwide company
Evaluator 3: 20
seemed to just regurgiate our RFP document; 20 years public sector experience; all aspects of HR; many Florida clients, few local

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 18
5,000 employees Jon Muller 20 years Kristen Blazar 8+
Evaluator 2: 20
Good team experience that compliments other members.
Evaluator 3: 17

project manager and lead consultant only details; no resume; many years combined HR experience and in municipal experience

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)
Evaluator 1: 18
Proprietary Benefits Database called CAVU Job Analysis Tool "does not rely on surveys, other studies, HR teams from sample agencies
Evaluator 2: 15
Approach appears solid, however less detail on the process to be implemented and the technical tools to be used.
Evaluator 3: 17
don't rely on other studies to get information; gather all new data; weekly, detailed plans and meets timeline; proprietary tool for benchmarking

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 0
$75,000
Evaluator 2: 0
n/a
Evaluator 3: 0
flat fee; no other costs shown

References | Points Based | 15 Points (15%)
Evaluator 1: 0
Reference form not received yet. Purchasing to Follow Up
Evaluator 2: 0
n/a
Evaluator 3: 0
no comment at this time

MANAGEMENT ADVISORY GROUP
INTERNATIONAL, INC.
Preparing for Tomorrow, Today…



PROPOSAL FOR A COMPENSATION AND BENEFITS STUDY

RFP #08-25-HR

February 20, 2025

Prepared for:

New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, Florida

32168

Management Advisory Group International, Inc.

Primary Contact: Russell H. Campbell

12730 Fair Lakes Circle, Suite 600

Fairfax, VA 22033

russell@maginc.org

www.magintl.org

TABLE OF CONTENTS

Tab 1

- Introduction and Management Summary
- Letter of Interest
- Management Summary

Tab 2

- Background and Experience of Firm

Tab 3

- Skills and Credentials of Project Team

Tab 4

- Scope Approach, Deliverables, Timeframe and Technological Resources

Tab 5

- Fee Proposal

Tab 6

- References

Tab 7

- Financial Stability/Litigation

Tab 8

- Appendices:
- Required Forms
- Work Samples
- MAG Sample Contract

TAB 1

INTRODUCTION AND MANAGEMENT SUMMARY



Management Advisory Group International Inc
12730 Fair Lakes Circle, Suite 600, Fairfax, VA 22033

Phone: (703) 590—7250
Email: info@maginc.org
Website: www.magintl.org

February 20, 2025

Janet Vivian
Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Janet,

Management Advisory Group International, Inc. (MAG) is pleased to present this Proposal for a Compensation and Benefits Study in response to your RFP #08-25-HR. We have thoroughly reviewed the RFP and Addendums 1 and 2 in preparation for our submission.

We are most interested in assisting the City of New Smyrna Beach in this important project, and feel we are uniquely qualified based on our extensive experience of working with local governments and agencies throughout the country, including Florida.

Throughout our years in business, MAG's Florida clients have included: **Alachua County, Altamonte Springs, Bay Harbor Islands, Belle Glade, Belleview, Boynton Beach, Brevard County, Brooksville, Broward County, Cape Coral, Casselberry, Charlotte County, Citrus County, Collier County, Cooper City, Daytona Beach, Deerfield Beach, Delray Beach, Destin, Edgewater, Ft. Lauderdale, Gainesville, Gulfport, Highland Beach, Jacksonville, Jupiter, Lake County, Lake Worth, Lakeland, Lee County, Marion County, Miramar, Naples, New Smyrna Beach, North Miami, Ocala, Okaloosa County, Orange City, Orange County, Orangeburg County, Ormond Beach, Osceola County, Palm Beach Gardens, Palmetto, Pembroke Pines, Polk County, Port Orange, Saint Lucie West, South Daytona, St. Petersburg, St. Pete Beach, Tallahassee, Tamarac, Tampa, Venice, and West Palm Beach,** to name a few. We recently completed studies for **Riviera Beach and Sanford**. We are currently engaged in a study with **Tarpon Springs**. We invite you to connect with the Project Managers for some of our recent studies (see Tab 6: References).

MAG is a national, full-service human resources consulting firm with WBE status. MAG was incorporated in Florida in 2001. Our home offices are located in Northern Virginia with satellite offices in South Carolina, North Carolina and Florida.

We have a thorough understanding of public functions, classification and compensation projects, position descriptions, and human resources software. Our firm has provided consulting services to more than 600 agencies for over 25 years.

Our overall approach is inclusive, personalized, and supported by state-of-the-art tools that include a proven job evaluation system. Our unique approach and software is the most progressive in the marketplace for reviewing and analyzing existing compensation plans to achieve internal and external equity, and creating pay structures to reflect a competitive position in your market area. We will produce customized plans that ultimately result in implementation.

Management Advisory Group International Inc
12730 Fair Lakes Circle, Suite 600, Fairfax, VA 22033

Phone: (703) 590—7250
Email: info@maginc.org
Website: www.magintl.org

February 20, 2025

Janet Vivian
Purchasing Agent
City of New Smyrna Beach

We are committed to providing the highest level of professional management and consulting services, and maintaining modern, advanced technology tools to assist our clients in conducting human resources projects. Our mission is supported by our capacity to deliver an extensive range of services to a variety of public sector institutions, educational organizations and non-profit organizations. Our team of professionals possess extensive experience, education, and skill sets, resulting in meeting our clients' organizational mission, vision, and goals.

We believe that communication, as well as implementation, is the key to a successful study. While MAG has other current clients, we have an established priority for the initiation, scope, and timetable of this project. We are prepared to initiate this project immediately following execution of the contract, and will complete the study for the City in a 4-month time period.

As Senior Executive Advisor of the firm, I am authorized to make representations for the proposer, and will assume the role of Project Director and oversee the successful completion of your project. The office locations that will serve the City are located at 1219 Rockwood Road, Columbia, South Carolina and 6403 Dakota Drive, Brooksville, Florida. MAG's proposal is valid for a period of 120 calendar days from date of opening.

We would love the opportunity to work with New Smyrna Beach on this important project. If you have any questions or wish additional information, please feel free to contact me at (703) 590-7250 or via email at russell@maginc.org.

Best Regards,

Dr. Russell H. Campbell

Russell H. Campbell, Ed.D.
Senior Vice President/Senior Executive Advisor
Office: (703) 590-7250
russell@maginc.org OR
don@maginc.org

MANAGEMENT ADVISORY GROUP MANAGEMENT SUMMARY

Proposal Overview: New Smyrna Beach is seeking consulting assistance for a Compensation and Benefits Study in order to attract and retain a qualified workforce, update its classification plan, assist in updating position descriptions and ensure the City's pay and benefits are competitive. The study will focus on 323 employees in 150 classifications.

MAG will provide the City with a salary and benefit structure that enables the City to maintain a competitive position within the same geographic area but will be financially sustainable for the long term.

- We have successfully completed more than 600 similar studies in over 25 years and have a history of successful studies in Florida. MAG is fully committed to maintaining modern, advanced technological tools to assist in conducting human resources projects for our clients. Our proprietary database system designs custom pay structures, assigning employees to job classes, and provides extensive reporting and forecasting scenarios, as well as providing internal pay equity. MAG also uses a custom designed survey database that assembles and collects job class, pay practice and related data from competitive organizations.
- We believe that communication, as well as implementation, is the key to a successful study. MAG ensures ongoing and open communication from the initiation of the contract through completion of the study. MAG will provide bi-weekly verbal check-ins and monthly progress reports as well as periodically presenting (in-person or electronically as required) the information to the City Commission throughout the process.
- While we have other current clients, we have an established priority for the initiation, scope, and timetable of this project. We are prepared to initiate this project immediately following the signing of the contract, and complete a high-quality study within a four-month period. This will ensure appropriate time for data collection, review of recommendations, and completion of reports. MAG has the organizational, financial, staff, and technical capability to assure success for this important project.
- Litigation has never been filed against our firm.
- We have no conflict of interest to disclose.
- We will work closely and personally with key staff, and maintain regular communication with District representatives, to achieve your objectives. The tools used and approach we have developed is specific to your interests, and includes a highly defined and progressive system of job evaluation. *Our evaluation system is specific to the conduct of compensation studies* and has been proven in scores of similar studies
- We have the organizational, financial, staff, and technical capability to assure success for this important project. Our staff responds to emails within minutes and will respond to any questions or clarifications at no cost for up to a year.
- At the conclusion of the study, within 120 days, MAG will provide a detailed final written report of all tasks for the study to the city designated representative.
- We will present a final completion of the study to staff and/or the City Commission.

MAG's goal is to provide our clients with all the tools and training that are needed. We will provide staff with technical assistance and training to facilitate the implementation and maintenance of the recommended system. ***There is no additional cost for this training*.**

Dr. Russell H. Campbell

Russell H. Campbell, Ed.D.
Senior Vice President/Senior Executive Advisor
1219 Rockwood Road
Columbia, SC 29209
Office: (703) 590-7250
russell@maginc.org

TAB 2

BACKGROUND AND EXPERIENCE OF FIRM



MAG COMPANY DESCRIPTION AND FIRM BACKGROUND



The Principals of MAG International, Inc. have a proven track record in providing in-depth management and human resource consulting services for over 25 years in more than 40 states. Our services for counties and municipalities include a focus on classification and compensation studies. Our work also includes performance management evaluation, compensation and pay equity and analysis, personnel policies, training, and procedures manuals.

Management Advisory Group International, Inc. is a woman-owned, privately held corporation located in Fairfax, Virginia, with satellite offices in North Carolina, South Carolina and Florida. MAG was incorporated in the state of Florida in 2001 and continues to maintain corporation status in the states of Florida, Louisiana and Virginia, while helping our clients find success nationwide. MAG employs 10 professionals who provide classification and compensation related services. We have provided classification and compensation services to over 600 public sector organizations nationwide.

MAG is committed to providing the highest level of professional management and human resource consulting services to our clients. Our team of business and management professionals possess extensive experience, education, and skill sets in a variety of study areas -- allowing us to assist our clients in meeting their organizational mission, vision, and goals on a variety of fronts.

MAG believes that organizational efficiency and effectiveness is, in large part, dependent on recruitment, hiring, and retention of quality, skilled personnel and staff – comprehensive human resources management systems are an absolute essential in today's world to accomplish organization mission, vision, goals, and objectives.

We will work closely and personally with key staff to achieve your objectives. The tools used and approach we have developed is specific to your interests, and includes a highly defined and progressive system of job evaluation. *Our evaluation system is specific to the conduct of compensation studies* and has been proven in scores of similar studies

We have the organizational, financial, staff, and technical capability to assure success for this important project. Our staff responds to emails within minutes and will respond to any questions or clarifications at no cost for up to a year.

MAG understands the importance of this project to the City. An integral part of this study will be to address the unique needs of New Smyrna Beach. Our detailed work plan, found under Tab 4: "Scope Approach" outlines our detailed methodology and approach to this project.

MAG COMPANY DESCRIPTION AND FIRM BACKGROUND

AREAS OF EXPERTISE

Compensation and Classification

- Pay Equity and Comparable Worth
- Evaluation systems
- Salary Studies
- Benefits
- Management/Executive Compensation

Management Systems

- Facilities Reviews
- Productivity and Staffing Analysis
- Privatization Reviews
- Organizational Restructuring
- Efficiency Studies

Policies, Procedures and Training

- Personnel Ordinances
- and Policy Manuals
- Recruiting and Hiring Guidelines

SUCCESSFUL OUTCOMES

- Revised compensation structures
- Creation of management or executive pay structures and benefits packages
- Comprehensive job/class descriptions where none have existed
- Revisions to operational and personnel policies
- Adjustment to pay structures to recognize market changes for selected employment groups
- Assignment of geographic differential to a pay structure where appropriate
- Integration of multiple pay structures into a unified schedule
- Identifying compression across the organization
- Staffing level determinations
- Reorganizations
- Analysis of agency versus contracted provision of services

SEVERAL OF OUR CURRENT/RECENT CLIENTS

- Baton Rouge, LA
- Beaufort County, SC
- Beaufort, SC
- Blount County, TN
- Clayton County, GA
- Gastonia, NC
- Georgetown, KY
- McAllen, TX
- Port Freeport, TX
- Westmoreland County, VA
- Winston-Salem, NC
- Yoakum, TX
- Tarpon Springs, FL
- Floyd County, GA
- Bloomfield Township, MI
- Durham County, NC
- Lexington, TN
- Sanford, FL

Management Advisory Group International, Inc.

List of Services

MAG is well qualified to conduct a Classification and Compensation Study for New Smyrna Beach. We have conducted more than 600 similar studies nationwide, including many in Florida. The following is a list of *SELECTED* previous and current clients from the past five years to whom we have provided Classification and Compensation Study services.

Aiken County Public Schools, South Carolina

Emily Myers - HRIS Specialist, 803-641-2428, emyers@acpsd.net

Beaufort, South Carolina

Ivette Burgess - Human Resources Director, 843-525-7018, iburgess@cityofbeaufort.org

Canton Township, Michigan

Rachelle Howell, Human Resources Manager, 734-394-5252, rachelle.howell@cantonmi.gov

Durham County, North Carolina

Kathy R. Everett-Perry, Esquire, Chief HR Officer/Director, keverettperry@dconc.gov, 919-560-7910

Harford County Sheriff's Office, Maryland

Tracey Martinelli, HR Director, 410-838-6600, martinellit@harfordsheriff .org

Savannah, Georgia

Jeffery Grant, Human Resources Director, 912-651-6484, jgrant01@SavannahGA.gov

Galveston County, Texas

Arnie Wetzel, Human Resources Director, wetzela@newportrichey.org, 727-853-1019

*Note: MAG's reference contact, Arnie Wetzel, is now the HR Director for New Port Richey, Florida

Clayton County, Georgia

Pamela Ambles, Human Resources Director, 770-477-3239, Pamela.Ambles@claytoncountyga.gov

Abbeville County, South Carolina

Lynn Sopolosky – Clerk to Council, lynn@abbevillecountysc.com, 864-366-6690 x.2236

Blount County, Tennessee

Jacklyn Johnson – HR and Payroll Director, jjohnson@blount.tn.org, 865-273-5721

Floyd County, Georgia

Darryl Bowie - Civil Service Director, Darryl.Bowie@floydcountyga.org, 205-706-5153

Charles County Schools, Maryland

David Shimizu – Manager of Compensation & Classification, dshimizu@ccboe.com, 301-934-7201

Chesapeake Public Schools, Virginia

Dr. Brian Austin, Chief HR Officer, 757-547-0118, brian.austin@cpschools.com

Clarendon County, South Carolina

Linda P. Lemon – HR Director, countyhr@clarendoncountygov.org, 803-435-9654

Colleton County Schools, South Carolina

Cliff Warren – Asst Supt of HR, cwarren@colleton.k12.sc.us, 843-782-4527

Deerfield Beach, Florida

Karen Belle-Pierre, Asst HR Director, kbelle-pierre@deerfield-beach.com, 954-480-4255

Delray Beach, Florida

Dot Bast – Asst HR Director, bast@mydelraybeach.com, 561-243-7127

Dorchester School District 2, South Carolina

Kristina Meunier – Chief Financial Officer, kmeunier@dorchester2.k12.sc.us, 843-873-2901

Harlingen Water Works System, Texas

Cassandra Mata - HR Manager, 956-430-6115, cmata@hwws.com

Mathews County, Virginia

Barbara Read, HR Analyst, bread@mathewscountyva.gov, 804-725-5001

Poquoson City Public Schools, Virginia

Tracy Spence, Executive Director of Finance, 757-868-3055, tracy.spence@poquoson.k12.va.us

Portsmouth City Schools, Virginia

Jessica Duren - Chief HR Officer, 757-393-8701, jessica.duren@portsk12.com

Knoxville, Tennessee

Dr. Kelly Drummond – HR Director, 865-215- 3100, kdrummond@knoxvilletn.gov

Western Tidewater Regional Jail, Virginia

Marissa Dickens, Director of Administration and Support, dickensm@wtrj.org, 757-942-0527

Lexington School District 2, South Carolina

Dr. Angela Cooper – Chief HR Officer, 803-796-4708, acooper@lex2.org

Louisville, Kentucky

Kendra Kittinger – Talent & Retention Administrator, 502-574-5902, kendra.kittinger@louisvilleky.gov

Gastonia, North Carolina

Steven Alvey, Asst Director of Human Resources, steven.alvey@gastonianc.gov

McAllen, Texas

Christina Flores - Assistant City Manager, 956-681-1051, cflores@mcallen.net

MHMR of Tarrant County, Texas

Thomas D. Bledsoe – Chief HR Officer, Thomas.bledsoe@mhmrtc.org, 817-569-4326

Westmoreland County, Virginia

Debra Whaley - Interim County Administrator, dwhaley@westmoreland-county.org, 804-493-0130

Nelson County, Virginia

Linda Staton – Finance & HR Director, lstaton@nelsoncounty.org, 434-263-7135

Goldsboro, North Carolina

Bernadette Dove, Human Resources Director, 919-739-7441, bdove@goldsboronc.gov

Richland County School District 1, South Carolina

Dr. Jeffery E. Long – Chief Human Resources Officer, 802-231-7415, Jeffery.long@richlandone.org

Richland County School District 2, SC

Tiffoney Alford, Director of Human Resources, 803-738-3217, talford@richland2.org

Riviera Beach, Florida

Randy Sherman – Finance Director, 561-845-4040, Rsherman@rivierabch.com

Yoakum, Texas

Theresa Bowe - Personnel Officer, tbowe@cityofyoakum.org, 361-293-6321

Sanford, Florida

Fred Fosson - Human Resources Director, fred.fosson@sanfordfl.gov, 407-314-3693

Staunton, Virginia

Jon Venn – HR Director, 540-332-3825, vennjg@ci.staunton.va.us

Sussex, Delaware

Karen B. Brewington - Director of Human Resources, 302-855-7711, kbrewington@sussexcountyde.gov

Toho Water Authority, Florida

Rebeca Martinez – Director of Human Resources, 407-944-5176, fmartinez@tohowater.com

Union County, South Carolina

Kindra W. Horne – Human Resources Manager, 864-429-1600, khorne@countyofunion.com

Walker County, Texas

Amy Klawinsky – County Treasurer, 936-436-4933, aklawinsky@co.walker.tx.us

York County, South Carolina

Lisa Davidson - Human Resources Director, lisa.davidson@yorkcountygov.com, 803-684-8512

Winston-Salem, North Carolina

Marquis Bennett - Human Resources Director, marquisb@cityofws.org, 336-734-1235

Beaufort County, South Carolina

Katherine Mead - Human Resources Director, kmead@bcgov.net, 843-255-2983

Jones County, Georgia

Shannon Wagner - Human Resources Director, 478-986-8232, shannon.wagner@jonescountyga.org

Edinburg, Texas

Belinda Torres - Director of HR, 956-388-1873, btorres@cityofedinburg.com

Salary Survey Results for DEERFIELD BEACH, FL

Job Class Title	Averages For Each Job Class						DEERFIELD BEACH								
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min		Mid		Max		Range Width
CUSTOMER SERV. REPRESENTATIVE	$37,500	$47,674	$57,847				54.3%	$30,867	-21.5%	$39,364	-21.1%	$47,861	-20.9%	55.1%
POLICE INFO SPECIALIST	$38,848	$49,021	$59,194				52.4%	$32,781	-18.5%	$41,798	-17.3%	$50,814	-16.5%	55.0%
ADMINISTRATIVE ASSISTANT	$39,862	$50,328	$60,793				52.5%	$36,982	-7.8%	$47,154	-6.7%	$57,325	-6.1%	55.0%
PERMIT CLERK	$40,983	$51,734	$62,485				52.5%	$34,819	-17.7%	$44,398	-16.5%	$53,976	-15.8%	55.0%
COMMUNITY SERVICE OFFICER	$41,353	$52,304	$63,255				53.0%	$36,982	-11.8%	$47,154	-10.9%	$57,325	-10.3%	55.0%
RECREATION SUPERVISOR I	$43,061	$54,915	$66,768				55.1%	$36,982	-16.4%	$47,154	-16.5%	$57,325	-16.5%	55.0%
COMMUNICATIONS SPECIALIST	$45,654	$57,737	$69,819				52.9%	$41,704	-9.5%	$53,175	-8.6%	$64,646	-8.0%	55.0%
CODE ENFORCEMENT OFFICER	$46,773	$59,078	$71,384				52.6%	$39,270	-19.1%	$50,066	-18.0%	$60,861	-17.3%	55.0%
PARKS MAINTENANCE SUPERVISOR	$48,166	$61,691	$75,216				56.2%	$39,270	-22.7%	$50,066	-23.2%	$60,861	-23.6%	55.0%
CRIME ANALYST	$49,939	$63,725	$77,511				55.2%	$44,283	-12.8%	$56,472	-12.8%	$68,661	-12.9%	55.0%
UTILITY INSPECTOR	$50,853	$64,442	$78,031				53.4%	$44,283	-14.8%	$56,472	-14.1%	$68,661	-13.6%	55.0%
RISK COORDINATOR	$50,485	$64,770	$79,054				56.6%	$44,283	-14.0%	$56,472	-14.7%	$68,661	-15.1%	55.0%
TECHNICAL SUPPORT ANALYST I	$52,791	$67,514	$82,238				55.8%	$47,029	-12.3%	$59,966	-12.6%	$72,904	-12.8%	55.0%
ACCOUNTANT	$53,619	$69,002	$84,385				57.4%	$53,061	-1.1%	$67,642	-2.0%	$82,222	-2.6%	55.0%
PURCHASING AGENT	$54,097	$69,845	$85,594				58.2%	$49,962	-8.3%	$63,700	-9.6%	$77,438	-10.5%	55.0%
PLANNER	$54,670	$70,341	$86,012				57.3%	$53,061	-3.0%	$67,642	-4.0%	$82,222	-4.6%	55.0%
HUMAN RESOURCES GENERALIST	$54,404	$70,447	$86,490				59.0%	$49,962	-8.9%	$63,700	-10.6%	$77,438	-11.7%	55.0%
UTILITIES SUPERVISOR	$54,812	$70,634	$86,456				57.7%	$47,029	-16.6%	$59,966	-17.8%	$72,904	-18.6%	55.0%
FLEET SUPERVISOR	$55,590	$71,357	$87,125				56.7%	$47,029	-18.2%	$59,966	-19.0%	$72,904	-19.5%	55.0%
ENGINEERING INSPECTOR	$56,170	$71,523	$86,875				54.7%	$44,283	-26.8%	$56,472	-26.7%	$68,661	-26.5%	55.0%
COMMUNICATIONS SUPERVISOR	$55,602	$71,646	$87,691				57.7%	$49,962	-11.3%	$63,700	-12.5%	$77,438	-13.2%	55.0%
WTP SUPERVISOR	$56,880	$72,465	$88,050				54.8%	$47,029	-20.9%	$59,966	-20.8%	$72,904	-20.8%	55.0%
BUILDING INSPECTOR	$58,307	$74,331	$90,356				55.0%	$56,347	-3.5%	$71,833	-3.5%	$87,318	-3.5%	55.0%
BUILDING MAINTENANCE SUPT	$62,813	$81,503	$100,193				59.5%	$53,061	-18.4%	$67,642	-20.5%	$82,222	-21.9%	55.0%
SENIOR PLANNER	$64,161	$83,121	$102,081				59.1%	$59,717	-7.4%	$77,636	-7.1%	$95,555	-6.8%	60.0%
PARKS SUPERINTENDENT	$65,649	$85,206	$104,762				59.6%	$59,717	-9.9%	$77,636	-9.8%	$95,555	-9.6%	60.0%
TECHNICAL SERVICES MANAGER	$68,056	$87,462	$106,867				57.0%	$53,061	-28.3%	$67,642	-29.3%	$82,222	-30.0%	55.0%
STREETS SUPERINTENDENT	$67,294	$87,773	$108,251				60.9%	$59,717	-12.7%	$77,636	-13.1%	$95,555	-13.3%	60.0%
SYSTEM ADMINISTRATOR	$68,335	$88,129	$107,924				57.9%	$56,347	-21.3%	$71,833	-22.7%	$87,318	-23.6%	55.0%
BENEFITS MANAGER	$67,934	$88,341	$108,748				60.1%	$56,347	-20.6%	$71,833	-23.0%	$87,318	-24.5%	55.0%
WATER TREATMENT PLANT MANAGER	$70,213	$90,948	$111,682				59.1%	$67,101	-4.6%	$87,235	-4.3%	107,370	-4.0%	60.0%
ENGINEER III	$74,829	$97,402	$119,975				60.3%	$63,294	-18.2%	$82,295	-18.4%	101,296	-18.4%	60.0%
INFORMATION SECURITY MANAGER	$75,594	$98,209	$120,823				59.8%	$75,400	-0.3%	$98,020	-0.2%	120,640	-0.2%	60.0%
EMERGENCY MANAGER	$77,058	$99,684	$122,310				58.7%	$71,136	-8.3%	$92,466	-7.8%	113,797	-7.5%	60.0%
COMMUNICATIONS MANAGER	$76,973	$100,120	$123,267				60.1%	$59,717	-28.9%	$77,636	-29.0%	$95,555	-29.0%	60.0%
ASSISTANT CITY ATTORNEY II	$92,955	$121,873	$150,790				62.2%	$89,794	-3.5%	116,740	-4.4%	143,686	-4.9%	60.0%

Salary Survey Results for DEERFIELD BEACH, FL

Job Class Title	Averages For Each Job Class						DEERFIELD BEACH								
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min		Mid		Max		Range Width
BLDG & INSPEC. ADMINISTRATOR	$95,312	$124,746	$154,180				61.8%	$79,914	-19.3%	104,135	-19.8%	128,357	-20.1%	60.6%
CITY CLERK	$99,696	$128,473	$157,250				57.7%	$84,718	-17.7%	110,126	-16.7%	135,533	-16.0%	60.0%
POLICE CAPTAIN	$106,989	$131,926	$156,862				46.6%	$84,718	-26.3%	110,126	-19.8%	135,533	-15.7%	60.0%
DIRECTOR OF COMMUNICATIONS	$102,043	$134,402	$166,761				63.4%	$67,101	-52.1%	$87,235	-54.1%	107,370	-55.3%	60.0%
PARKS & RECREATION DIRECTOR	$111,468	$146,506	$181,544				62.9%	100,901	-10.5%	131,165	-11.7%	161,429	-12.5%	60.0%
UTILITIES DIRECTOR	$114,584	$147,705	$180,827				57.8%	100,901	-13.6%	131,165	-12.6%	161,429	-12.0%	60.0%
HUMAN RESOURCES DIRECTOR	$114,610	$150,709	$186,807				63.0%	$95,181	-20.4%	123,739	-21.8%	152,298	-22.7%	60.0%
PUBLIC WORKS DIRECTOR	$117,144	$152,769	$188,393				60.8%	100,901	-16.1%	131,165	-16.5%	161,429	-16.7%	60.0%
FINANCE DIRECTOR	$117,461	$153,860	$190,259				62.0%	108,971	-7.8%	141,658	-8.6%	174,346	-9.1%	60.0%
DEVELOPMENT SERVICES DIRECTOR	$119,220	$154,457	$189,694				59.1%	$95,181	-25.3%	123,739	-24.8%	152,298	-24.6%	60.0%
POLICE CHIEF	$130,590	$167,153	$203,716				56.0%	108,971	-19.8%	141,658	-18.0%	174,346	-16.8%	60.0%
FIRE CHIEF	$131,544	$170,869	$210,194				59.8%	108,971	-20.7%	141,658	-20.6%	174,346	-20.6%	60.0%
ASSISTANT CITY MANAGER	$141,045	$183,739	$226,433				60.5%	117,686	-19.8%	152,994	-20.1%	188,302	-20.2%	60.0%
CITY ATTORNEY	$146,896	$199,077	$251,259				71.0%	108,971	-34.8%	141,658	-40.5%	174,346	-44.1%	60.0%
Survey Averages	**$74,418**	**$96,254**	**$118,090**				**57.76%**	$64,250	-16.1%	$83,404	-16.3%	$102,558	-16.4%	59.62%

Salary Survey Results for DELRAY BEACH, FL (GENERAL)

Job Class Title	Averages For Each Job Class							DELRAY BEACH						
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min		Mid		Max		Range Width
CUSTODIAL WORKER I	$30,151	$36,660	$43,169				43.2%	$31,431	4.1%	$34,128	-7.4%	$36,824	-17.2%	17.2%
EQUIPMENT OPERATOR I	$32,117	$40,585	$49,052				52.7%	$33,074	2.9%	$40,036	-1.4%	$46,997	-4.4%	42.1%
RECREATION LEADER	$32,242	$40,820	$49,398				53.2%	$31,200	-3.3%	$33,136	-23.2%	$35,071	-40.9%	12.4%
MAINTENANCE WORKER	$32,110	$41,065	$50,020				55.8%	$32,040	-0.2%	$36,320	-13.1%	$40,599	-23.2%	26.7%
FIELD SERVICE TECHNICIAN	$31,830	$41,272	$50,714				59.3%	$33,074	3.8%	$40,036	-3.1%	$46,997	-7.9%	42.1%
LEAD MAINTENANCE WORKER	$31,723	$41,434	$51,146				61.2%	$33,074	4.1%	$40,036	-3.5%	$46,997	-8.8%	42.1%
ADMINISTRATIVE SPECIALIST I	$33,497	$42,616	$51,735				54.4%	$32,713	-2.4%	$38,737	-10.0%	$44,760	-15.6%	36.8%
UTILITY FIELD SERVICE TECH I	$34,045	$43,278	$52,511				54.2%	$33,074	-2.9%	$40,036	-8.1%	$46,997	-11.7%	42.1%
POLICE RECORDS TECHNICIAN	$34,348	$43,635	$52,923				54.1%	$34,131	-0.6%	$44,787	2.6%	$55,442	4.5%	62.4%
UTILITY FIELD SPECIALIST	$33,616	$44,291	$54,966				63.5%	$43,560	22.8%	$57,160	22.5%	$70,760	22.3%	62.4%
COMMUNITY SERVICE OFFICER	$36,497	$45,329	$54,161				48.4%	$37,629	3.0%	$49,377	8.2%	$61,125	11.4%	62.4%
PERMIT COORDINATOR	$36,229	$46,331	$56,434				55.8%	$33,455	-8.3%	$43,129	-7.4%	$52,802	-6.9%	57.8%
MECHANIC I	$36,053	$46,726	$57,400				59.2%	$35,837	-0.6%	$47,026	0.6%	$58,214	1.4%	62.4%
FISCAL TECHNICIAN	$37,712	$49,420	$61,128				62.1%	$35,837	-5.2%	$47,026	-5.1%	$58,214	-5.0%	62.4%
CREW LEADER	$38,644	$49,482	$60,320				56.1%	$43,560	11.3%	$57,160	13.4%	$70,760	14.8%	62.4%
UTILITY PLANT MAINT/MECHANIC	$37,523	$49,723	$61,922				65.0%	$45,738	18.0%	$60,018	17.2%	$74,297	16.7%	62.4%
CRIME SCENE/EVIDENCE TECH	$39,353	$50,684	$62,014				57.6%	$41,486	5.1%	$54,438	6.9%	$67,390	8.0%	62.4%
PLANNING TECHNICIAN	$43,058	$54,698	$66,339				54.1%	$41,486	-3.8%	$54,438	-0.5%	$67,390	1.6%	62.4%
ELECTRICAL TECHNICIAN	$42,730	$56,109	$69,488				62.6%	$43,560	1.9%	$57,160	1.8%	$70,760	1.8%	62.4%
UTILITY WASTEWTR PLANT OPR I	$41,095	$56,287	$71,478				73.9%	$39,510	-4.0%	$51,846	-8.6%	$64,181	-11.4%	62.4%
UTILITY WATER PLANT OPR I	$40,623	$56,842	$73,061				79.8%	$39,510	-2.8%	$51,846	-9.6%	$64,181	-13.8%	62.4%
FIREFIGHTER/PARAMEDIC	$45,663	$57,407	$69,152				51.4%	$47,718	4.3%	$64,086	10.4%	$80,454	14.0%	68.6%
FIRE PROTECTION INSPECTOR	$45,099	$57,416	$69,734				54.6%	$50,427	10.6%	$66,171	13.2%	$81,914	14.9%	62.4%
CODE ENFORCEMENT OFFICER	$45,707	$58,755	$71,803				57.1%	$41,486	-10.2%	$54,438	-7.9%	$67,390	-6.5%	62.4%
ACCOUNTANT	$49,450	$62,219	$74,988				51.6%	$50,427	1.9%	$66,171	6.0%	$81,914	8.5%	62.4%
EXECUTIVE ASST TO CITY MANAGER	$47,051	$62,445	$77,839				65.4%	$52,948	11.1%	$69,479	10.1%	$86,010	9.5%	62.4%
POLICE OFFICER	$49,390	$62,620	$75,850			$47,000	53.6%	$49,720	0.7%	$64,859	3.5%	$79,998	5.2%	60.9%
BUILDING CODES INSPECTOR I	$48,582	$63,396	$78,211				61.0%	$45,738	-6.2%	$60,018	-5.6%	$74,297	-5.3%	62.4%
UTILITY CREW LEADER	$49,611	$63,574	$77,536				56.3%	$45,738	-8.5%	$60,018	-5.9%	$74,297	-4.4%	62.4%
GIS ANALYST	$47,870	$63,982	$80,094				67.3%	$48,026	0.3%	$63,020	-1.5%	$78,013	-2.7%	62.4%
LEAD WW PLANT OPERATOR	$50,528	$65,093	$79,659				57.7%	$52,948	4.6%	$69,479	6.3%	$86,010	7.4%	62.4%
SR HR ANALYST-BENEF,WELL,RA	$54,497	$69,477	$84,457				55.0%	$52,948	-2.9%	$69,479	0.0%	$86,010	1.8%	62.4%
PLANNER	$51,674	$69,790	$85,097				64.7%	$52,948	2.4%	$69,479	-0.4%	$86,010	1.1%	62.4%
FLEET MAINTENANCE SUPT	$56,905	$73,888	$90,871				59.7%	$58,375	2.5%	$76,600	3.5%	$94,825	4.2%	62.4%
PURCHASING COORDINATOR	$56,583	$75,803	$95,023				67.9%	$55,595	-1.8%	$72,952	-3.9%	$90,309	-5.2%	62.4%
FIRE LIEUTENANT	$60,353	$76,038	$91,723				52.0%	$63,452	4.9%	$85,217	10.8%	106,982	14.3%	68.6%

Salary Survey Results for DELRAY BEACH, FL (GENERAL)

Job Class Title	Averages For Each Job Class							DELRAY BEACH						
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min		Mid		Max		Range Width
STREETS/STORMWATER SUPT	$59,194	$76,168	$93,142				57.4%	$61,294	3.4%	$80,430	5.3%	$99,566	6.5%	62.4%
SYSTEM ANALYST	$59,435	$77,626	$95,817				61.2%	$58,375	-1.8%	$76,600	-1.3%	$94,825	-1.0%	62.4%
NETWORK ENGINEER	$59,940	$78,013	$96,086				60.3%	$64,359	6.9%	$84,452	7.6%	104,545	8.1%	62.4%
POLICE SERGEANT	$67,120	$78,854	$90,589				35.0%	$59,426	-12.9%	$75,769	-4.1%	$92,112	1.7%	55.0%
SOLID WASTE MANAGER	$63,984	$81,117	$98,250				53.6%	$55,595	-15.1%	$72,952	-11.2%	$90,309	-8.8%	62.4%
FIRE MARSHAL	$75,228	$81,766	$117,706				56.5%	$79,903	5.9%	101,793	19.7%	123,682	4.8%	54.8%
RISK MANAGEMENT ADMINISTRATOR	$61,562	$83,878	$106,194				72.5%	$64,359	4.3%	$84,452	0.7%	104,545	-1.6%	62.4%
PUBLIC WORKS ENGINEER	$61,800	$84,915	$108,029				74.8%	$67,576	8.5%	$88,674	4.2%	109,771	1.6%	62.4%
BATTALION CHIEF - OPERATIONS	$68,697	$93,865	$119,033				73.3%	$76,074	9.7%	$96,924	3.2%	117,773	-1.1%	54.8%
POLICE LIEUTENANT	$76,564	$93,883	$111,201				45.2%	$72,389	-5.8%	$92,225	-1.8%	112,060	0.8%	54.8%
BATTALION CHIEF - TRAINING	$76,914	$94,229	$111,545				45.0%	$76,074	-1.1%	$96,924	2.8%	117,773	5.3%	54.8%
ECONOMIC DEV PROJECT MANAGER	$72,855	$100,019	$127,182				74.6%	$70,956	-2.7%	$93,108	-7.4%	115,260	-10.3%	62.4%
BUILDING OFFICIAL	$77,183	$100,646	$124,110				60.8%	$74,504	-3.6%	$97,764	-2.9%	121,024	-2.5%	62.4%
NETWORK OPERATIONS MANAGER	$77,550	$100,941	$124,331				60.3%	$78,229	0.9%	102,652	1.7%	127,074	2.2%	62.4%
BATTALION CHIEF - EMS	$76,914	$101,774	$126,635				64.6%	$76,074	-1.1%	$96,924	-5.0%	117,773	-7.5%	54.8%
POLICE CAPTAIN	$81,044	$103,097	$125,150				54.4%	$79,903	-1.4%	101,793	-1.3%	123,682	-1.2%	54.8%
DEPUTY FIRE CHIEF	$84,826	$109,606	$134,387				58.4%	$88,073	3.7%	112,211	2.3%	136,349	1.4%	54.8%
DEPUTY POLICE CHIEF	$89,420	$115,657	$141,894				58.7%	$88,073	-1.5%	112,211	-3.1%	136,349	-4.1%	54.8%
DIRECTOR OF PLANNING & DEV.	$103,124	$135,242	$167,360				62.3%	$99,841	-3.3%	131,013	-3.2%	162,184	-3.2%	62.4%
POLICE CHIEF	$108,356	$140,052	$171,748				58.5%	104,834	-3.4%	137,564	-1.8%	170,293	-0.9%	62.4%
FINANCE DIRECTOR	$108,815	$140,293	$171,771				57.9%	$99,841	-9.0%	131,013	-7.1%	162,184	-5.9%	62.4%
HUMAN RESOURCES DIRECTOR	$109,742	$142,358	$174,974				59.4%	$99,841	-9.9%	131,013	-8.7%	162,184	-7.9%	62.4%
PUBLIC WORKS DIRECTOR	$112,599	$145,545	$178,491				58.5%	110,745	-1.7%	144,776	-0.5%	178,807	0.2%	61.5%
ASSISTANT CITY MANAGER	$109,536	$145,887	$182,238				66.4%	114,798	4.6%	150,639	3.2%	186,480	2.3%	62.4%
FIRE CHIEF	$115,851	$149,475	$183,098				58.0%	104,834	-10.5%	137,564	-8.7%	170,293	-7.5%	62.4%
Survey Averages	**$58,564**	**$75,641**	**$93,154**			**$47,000**	**58.84%**	$63,895	0.3%	$82,455	-0.1%	$101,016	-0.9%	58.10%

Salary Survey Results for SANFORD

Job Class Title	Averages For Each Job Class							SANFORD						
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min		Mid		Max		Range Width
Custodian (GR8)	$28,096	$34,936	$41,775				48.7%	$26,343	-6.7%	$30,992	-12.7%	$35,640	-17.2%	35.3%
Deputy Registr.	$31,760	$40,236	$48,713				53.4%	$32,020	0.8%	$37,671	-6.8%	$43,321	-12.4%	35.3%
Adm Asst. II	$34,117	$43,375	$52,634				54.3%	$33,621	-1.5%	$39,554	-9.7%	$45,487	-15.7%	35.3%
Permit Tech	$38,062	$48,162	$58,262				53.1%	$42,909	11.3%	$50,482	4.6%	$58,054	-0.4%	35.3%
Deputy Treasurer	$38,770	$49,182	$59,593				53.7%	$29,043	-33.5%	$34,168	-43.9%	$39,293	-51.7%	35.3%
Librarian (FLSA-EX)	$39,551	$49,574	$59,597				50.7%	$21,672	-82.5%	$25,497	-94.4%	$29,321	-103.3%	35.3%
Dispatcher	$39,353	$49,823	$60,294				53.2%	$35,302	-11.5%	$41,532	-20.0%	$47,761	-26.2%	35.3%
Accounting Analyst	$39,999	$50,772	$61,544				53.9%	$49,673	19.5%	$58,439	13.1%	$67,205	8.4%	35.3%
Animal Control	$40,394	$50,775	$61,155				51.4%	$33,621	-20.1%	$39,554	-28.4%	$45,487	-34.4%	35.3%
Admin Specialist	$40,259	$51,018	$61,777				53.4%	$40,866	1.5%	$48,078	-6.1%	$55,289	-11.7%	35.3%
Deputy Clerk	$40,535	$51,027	$61,519				51.8%	$29,043	-39.6%	$34,168	-49.3%	$39,293	-56.6%	35.3%
Maint. Supv	$46,677	$58,964	$71,251				52.6%	$38,920	-19.9%	$45,789	-28.8%	$52,657	-35.3%	35.3%
IT Support	$47,106	$58,969	$70,831				50.4%	$45,055	-4.6%	$53,006	-11.2%	$60,957	-16.2%	35.3%
HR Analyst	$47,900	$60,667	$73,434				53.3%	$49,673	3.6%	$58,439	-3.8%	$67,205	-9.3%	35.3%
Planner	$49,570	$62,242	$74,914				51.1%	$47,308	-4.8%	$55,656	-11.8%	$64,004	-17.0%	35.3%
Com. Mgr	$48,791	$62,329	$75,867				55.5%	$42,909	-13.7%	$50,482	-23.5%	$58,054	-30.7%	35.3%
Chief Deputy	$50,554	$63,066	$75,578				49.5%	$30,495	-65.8%	$35,877	-75.8%	$41,258	-83.2%	35.3%
Comb. Inspector	$48,613	$63,411	$78,209				60.9%	$47,308	-2.8%	$55,656	-13.9%	$64,004	-22.2%	35.3%
Emergency Mgt	$52,946	$64,419	$75,892				43.3%	$57,503	7.9%	$67,651	4.8%	$77,798	2.4%	35.3%
Vict. Wit. Director	$51,054	$64,826	$78,598				54.0%	$51,739	1.3%	$51,739	-25.3%	$51,739	-51.9%	0.0%
Facil. Manager	$51,891	$71,493	$82,088				58.2%	$38,920	-33.3%	$45,789	-56.1%	$52,657	-55.9%	35.3%
Sergeant	$61,078	$76,430	$91,783				50.3%	$52,157	-17.1%	$61,361	-24.6%	$70,565	-30.1%	35.3%
Build. Official	$69,004	$86,814	$104,625				51.6%	$60,378	-14.3%	$71,033	-22.2%	$81,688	-28.1%	35.3%
Comm. Of Rev	$75,832	$96,086	$116,340				53.4%	$83,942	9.7%	125,441	23.4%	166,939	30.3%	98.9%
IT Director	$86,101	$107,685	$129,270				50.1%	$69,895	-23.2%	$82,230	-31.0%	$94,564	-36.7%	35.3%
Treasurer	$83,720	$109,784	$135,849				62.3%	$83,942	0.3%	125,441	12.5%	166,939	18.6%	98.9%
Planning Director	$87,756	$110,223	$132,690				51.2%	$60,378	-45.3%	$71,033	-55.2%	$81,688	-62.4%	35.3%
Libr. Director	$87,211	$112,361	$137,510				57.7%	$57,503	-51.7%	$67,651	-66.1%	$77,798	-76.8%	35.3%
Registrar	$93,353	$112,620	$131,887				41.3%	$40,866	-128.4%	$48,078	-134.2%	$55,289	-138.5%	35.3%
Sheriff	$104,432	$135,315	$166,198				59.1%	$83,942	-24.4%	125,441	-7.9%	166,939	0.4%	98.9%
Clk of Crt	$110,707	$139,856	$169,004				52.7%	$83,942	-31.9%	125,441	-11.5%	166,939	-1.2%	98.9%
Com. Attorney	$101,424	$148,809	$196,195				93.4%	$83,942	-20.8%	125,441	-18.6%	166,939	-17.5%	98.9%
Survey Averages	**$58,332**	**$74,539**	**$90,465**				**54.04%**	$58,515	-20.0%	$75,750	-26.1%	$92,985	-30.7%	58.91%

TAB 3

SKILLS AND CREDENTIALS OF PROJECT TEAM



RUSSELL CAMPBELL, ED.D., IPMA-CP
SENIOR EXECUTIVE ADVISOR, MAG

Dr. Campbell has more than 25 years of public sector experience in human resource management, organizational development, and strategic planning. He has planned, organized, and directed studies in management auditing, operational reviews and analysis, service cost evaluations, survey analysis, quality of work life analysis, privatization, and cost allocation. Each of these studies dealt with summarizing major alternatives for decision makers, as well as providing viable recommendations. Dr. Campbell's consulting experience encompasses state and local government evaluation, program management, efficiency analysis, survey analysis, and revenue enhancement. He has worked for and assisted counties, municipalities and special purpose districts with a variety of management and organizational issues. He also has additional experience in state and federal government operations. Dr. Campbell has an undergraduate degree in Business Administration from the University of South Carolina, a Master's degree in Public Administration from Troy State University, and a Doctorate in Education from the University of South Carolina.

Dr. Campbell will personally oversee your project. He will be assisted by a team of experienced professionals who have the information and tools needed to make studies successful.

Selected successful projects led by Dr. Campbell:

- Aiken County Public Schools, SC
- Beaufort, SC
- Beaufort County, SC
- Baton Rouge, LA
- Botetourt County, VA
- Calhoun County, SC
- Canton Township, MI
- Chesapeake Public Schools, VA
- Clarendon County, SC
- Clayton County, GA
- Dearborn, MI
- Deerfield Beach, FL
- Delray Beach, FL
- Durham County, NC
- Edinburg, TX
- Fairfield County, SC
- Floyd County, GA
- Gastonia, NC
- Georgetown, KY
- Jasper County, SC
- Knoxville, TN
- Lexington, TN
- Lexington Schools District 2, SC
- Louisville, KY
- Port Freeport, TX
- Portsmouth Public Schools, VA
- Riviera Beach, FL
- Rockville, MD
- Roanoke City and County Schools, VA
- Savannah, GA
- Spartanburg, SC
- Tampa, FL
- Wichita Falls, TX
- Winston-Salem, NC
- York County, SC

DEIRDRE KYLE, MPA
SENIOR ADVISOR

Ms. Kyle served with the Jacksonville Transportation Authority as the Chief Operating Officer from 2003 -2005. Ms. Kyle brings over 20 years of experience providing business management services to federal, state and local governments and the private sector; most of those years at a Partner level. Ms. Kyle has been associated with the senior leadership of MAG since 1998. Her career history includes working with state Departments of Transportation and local transit and transportation agencies. In addition, as a partner with a national consulting firm, Ms. Kyle led consulting projects in business utilization, economic impact, development of public policy and strategic action plans. These engagements required a multi-discipline approach including data analyses, legal research, anecdotal analyses and statistics.

Examples of projects in which Ms. Kyle has served as project lead or has had substantial project responsibilities include:

- Beaufort County Schools, SC
- Bibb County Schools, GA
- Calhoun County, SC
- Chapel Hill, NC
- Charlotte County, FL
- Dekalb County, GA
- Fairfax, VA
- Fayette County, KY
- Frederick County, VA
- Grand Traverse County, MI
- Henry County Schools, GA
- Horry County, SC
- Isle of Wight County Schools, VA
- Jefferson County Public Schools, KY
- Jefferson Parish, LA
- Kent County, DE
- Lancaster, SC
- Lexington, KY
- Loudoun County Schools, VA
- Manassas Park City Schools, VA
- Oldham County, KY
- Poquoson City Schools, VA
- Prince George County Schools, VA
- Queen Anne's County, MD
- Richland County, SC
- Savannah, GA
- St. Charles Parish, LA
- Virginia Beach, VA
- Washington County, PA
- Wicomico Schools, MD

STEVE FOSTER, IPMA-CP
SENIOR ADVISOR

Mr. Foster is a retired military veteran who brings years of detailed project management skills to public sector projects. Mr. Foster has extensive experience in market and benefits analysis as well as with on-site support. He has led and participated in on-site interviews and meetings with employees in focus groups and orientation sessions. He has worked with scores of public sector clients in overall project management as well as handling logistical support for client management. He will conduct employee orientation sessions.

Examples of projects in which Mr. Foster has served as project lead or has had substantial project responsibilities include:

- Athens-Clarke County, GA
- Barnwell County, SC
- Bloomington, IN
- Brownsville Public Utilities Board, TX
- Calhoun County, SC
- Cecil County, MD
- Chevy Chase Village, MD
- College Park, GA
- Collier County, FL
- Dawson County, GA
- Dinwiddie County, VA
- El Paso, TX
- Fairfield County, SC
- Hammond, LA
- Jacksonville, FL
- John's Creek, GA
- Jones County, GA
- Lancaster, SC
- Lexington, TN
- McAllen, TX
- Naples, FL
- New Orleans, LA
- North Miami Beach, FL
- Oviedo, FL
- Pearland, TX
- Richland County, SC
- Sanford, FL
- Spartanburg, SC
- St. Cloud, FL
- Takoma Park, MD
- Wellington, FL

RITA HAUGABROOK, M.A., PHR, SHRM-CP
SENIOR ADVISOR

Ms. Haugabrook brings over 20 years' experience in HR Consulting in Compensation, Classification, and Pay Equity Market Analysis to our clients. Ms. Haugabrook coordinates with our clients, both online and on-site, to facilitate relevant data gathering and processing for the survey process. Ms. Haugabrook brings her recognized expertise in Benefits Evaluation and Comparison to the firm allowing MAG's clients to ensure a competitive posture in total compensation and rewards. Ms. Haugabrook has a Master's Degree in International Affairs from Florida State University and PHR, SHRM-CP certifications.

Examples of projects in which Ms. Haugabrook has served as project lead or has had substantial project responsibilities include:

- Atlanta Public Schools, GA
- Bedford County Schools, VA
- Bell County, TX
- Chapel Hill, NC
- Chesapeake Public Schools, VA
- Delray Beach, FL
- Family Eldercare, Austin, TX
- Franklin, VA
- Galveston County, TX
- Jasper County, SC
- Jefferson County Public Schools, KY
- Knoxville, TN
- Louisville, KY
- Marion County, SC
- MHMR of Tarrant County, TX
- Murfreesboro, TN
- North Carrollton, TX
- North Charleston, SC
- Pharr, TX
- Port Freeport, TX
- Richland County Schools, SC
- Riviera Beach, FL
- Sanford, FL
- Savannah, GA
- Schertz, TX
- South Fulton, GA
- Union County, SC
- Wichita Falls, TX
- Winston-Salem, NC
- York County, SC

TRACY OSHIELDS, IPMA-CP
DIRECTOR OF ADMINISTRATIVE SERVICES

Ms. O'Shields brings over 25 year's experience in education and educational facility management, supported by her skills in business administration to our clients. She has significant experience in conducting market surveys for governmental agencies across the country and thorough knowledge of the public sector industry. Ms. O'Shields coordinates the work of MAG staff in market and benefits survey development, data collection and data analysis.

Examples of projects in which Ms. O'Shields has served as project lead or has had substantial project responsibilities include:

- Abbeville County, SC
- Aiken County Public Schools, SC
- Barnwell County, SC
- Blount County, TN
- Brownsville Public Utilities Board, TX
- Canton Township, MI
- Chesapeake Public Schools, VA
- Colleton County Schools, SC
- Carrboro, NC
- Dearborn, MI
- Dorchester School District 2, SC
- Dougherty County, GA
- Durham County, NC
- Fairfield County, SC
- Georgetown, KY
- Greenville County Schools, SC
- Hays County, TX
- Jones County, GA
- Lexington, TN
- Nash County, NC
- Nelson County, VA
- Newberry County, SC
- Person County, NC
- Richardson ISD, TX
- Richland School District 2, SC
- Roanoke City Public Schools, VA
- Roanoke County Public Schools, VA
- Sanford, FL
- Spartanburg, SC
- St. Tammany Parish Schools, LA
- Western Tidewater Regional Jail, VA

TAB 4

. SCOPE APPROACH,
. DELIVERABLES,
. ANTICIPATED TIMEFRAME,
. TECHNOLOGICAL RESOURCES
(see approach section)



MAG METHODOLOGY AND PROJECT APPROACH

This section of our proposal identifies our work plan, approach, and our understanding of the work being requested. Our scope and approach to consulting is based on a solid foundation of extensive, professional experience in providing consulting services to governments and agencies throughout the country.

We are pleased to be responsive to the City's interests to ensure a successful project.

**Parts of this section are considered confidential and not subject to public disclosure as they contain information, references, and screen shots of MAG's exclusive, confidential and proprietary software.*

MAG understands that the City of New Smyrna Beach is seeking consulting assistance to conduct a Compensation and Benefits Study to include 323 employees in 150 classifications.

The specific steps in the process to meet the City's stated goals include:

Step 1: Project Initiation and Data Requirements

Upon agreement to proceed, MAG's study team will meet with the City's project team to establish a working relationship, formulate the work plan, and examine concerns and issues the City seeks to address in the study. MAG will request background information, review the objectives of the study, discuss compensation history and study goals. We will collect appropriate data relative to the current compensation system such as current employee payroll and data, organization charts, pay and classification plan, salary schedules, job descriptions, personnel policies, etc.

Step 2: Department Head Input

MAG representatives and our HR partners will meet with Executive Leadership staff and Department Heads to communicate goals and objectives. We will seek to identify problem areas or concerns and to identify positions in need of review.

MAG is willing and able to meet on-site or video conferencing attendance and meetings with staff. We have been successfully setting up schedules and conducting meetings using Zoom Professional since March 2020. Additionally, we have prepared electronic templates of all communications documents for safe and secure electronic transmission.

We will discuss:

- Study goals and objectives, thereby ensuring staff are apprised of the City's intentions to maintain a competitive salary system
- The study approach and critical aspects of the project so staff is made aware of and understands the project's important milestones and schedule, as well as their contribution to adhering to established timelines
- An opportunity to ask general questions pertaining to the project so that concerns can be addressed at the outset of the study

Data required for the study:

- Current Employee and Payroll Data
  - Organization Charts
- Pay and Classification Plan
  - Salary Schedules
  - Personnel Policies

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Step 3: External Market Review of Position Classifications

Using our proprietary Market Manager database, we will cooperatively develop the market salary survey. We will work with the City to define and identify a list of target organizations and appropriate benchmark positions to be included in the market survey.

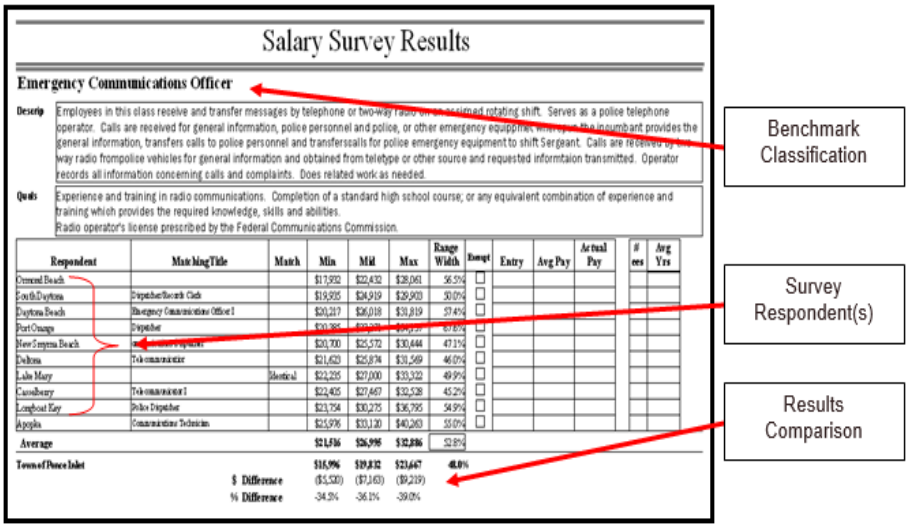
MAG selects peer organizations based on local labor competition, organizations which are leaders in the local marketplace, organizations in the same geographic regions, and/or similar population and demographics.

Along with HR, we will identify and fine tune a list of benchmark positions that are: representative of all occupational families and levels, highly populated or widely recognized, jobs found in most organizations, and those with recruitment or retention problems.

A survey document is produced and provided to the target agencies for completion. At the close of the survey phase, we analyze the received survey response data and compile market study results for your review, evaluation, and comment. Once final results are calculated, we submit the completed market report and recommendations. Data collected in the surveys may be supplemented by data from published sources where appropriate or necessary. As a courtesy, MAG provides copies of the survey summary to all participants.



SAMPLE SURVEY RESULTS



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Benefits Survey Received for: Client, ST

From: Organization

Name & Title

Phone & Email

NOTE: Please click on the Additional Comments worksheet to add more details.

General Policy

1 Employees' benefits make up what percentage of employee compensation? ____ %

2 Do you have a tuition/educational assistance policy for employees? ____

3 Do you provide educational incentive pay for degree attainment for employees? ____

Leave Policy

4 How many days of leave do employees accrue for the following lengths of service?

Number of Leave Days Accrued per Year

Years of Service	Sick	Annual	PTO	Holiday
1				
2 to 3				
4 to 5				
6 to 10				
11 to 15				
16 to 20				
Over 20				

5 How many days of leave earned, but not used can be carried over to the next year?

Number of Leave Days Carried Over (9999 = unlimited)

Years of Service	Sick	Annual	PTO
1			
2 to 3			
4 to 5			
6 to 10			
11 to 15			
16 to 20			
Over 20			

6 How many days of Bereavement Leave do you offer? Local: ____ Days

Distant: ____ Days

7 What is the maximum number of accrued leave days allow to be reimbursed upon termination? ____ Days

Employee Compensation

8 Are employees compensated for standby or on-call status? ____

9 If so, what is the daily additional compensation rate? ____

10 Does standby status require employees to remain on call via cell phone? ____

11 After how many days in an "acting" or "temporary" capacity, at a higher level of work do employees receive additional compensation? ____ Days

Employee Compensation (continued)

12 Does your organization provide a "take home" vehicle for employees? ____

If so, for which positions and how much?

13 Does your organization offer any employees a vehicle allowance? ____

If so, for which positions and how much?

14 Does your organization offer any employees a phone allowance? ____

If so, for which positions and how much?

15 Does your organization offer Certification Pay? ____

If so, for which positions, which certifications, and how much?

Step 4: Comparing Benefits With the Market

Much like a salary survey, organizations need current and reliable information to establish appropriate benefits. MAG uses the Benefits Survey pictured to gather data from target organizations, assist in providing an understanding of what is offered, and identify trends and/or areas of concern.

Pictured is our core benefits survey with baseline questions. MAG will gather information from the peer organizations using the benefits survey and summarize the results for the City.

The survey can be adjusted to include other questions, information and/or areas of concern to best meet the needs of the City.

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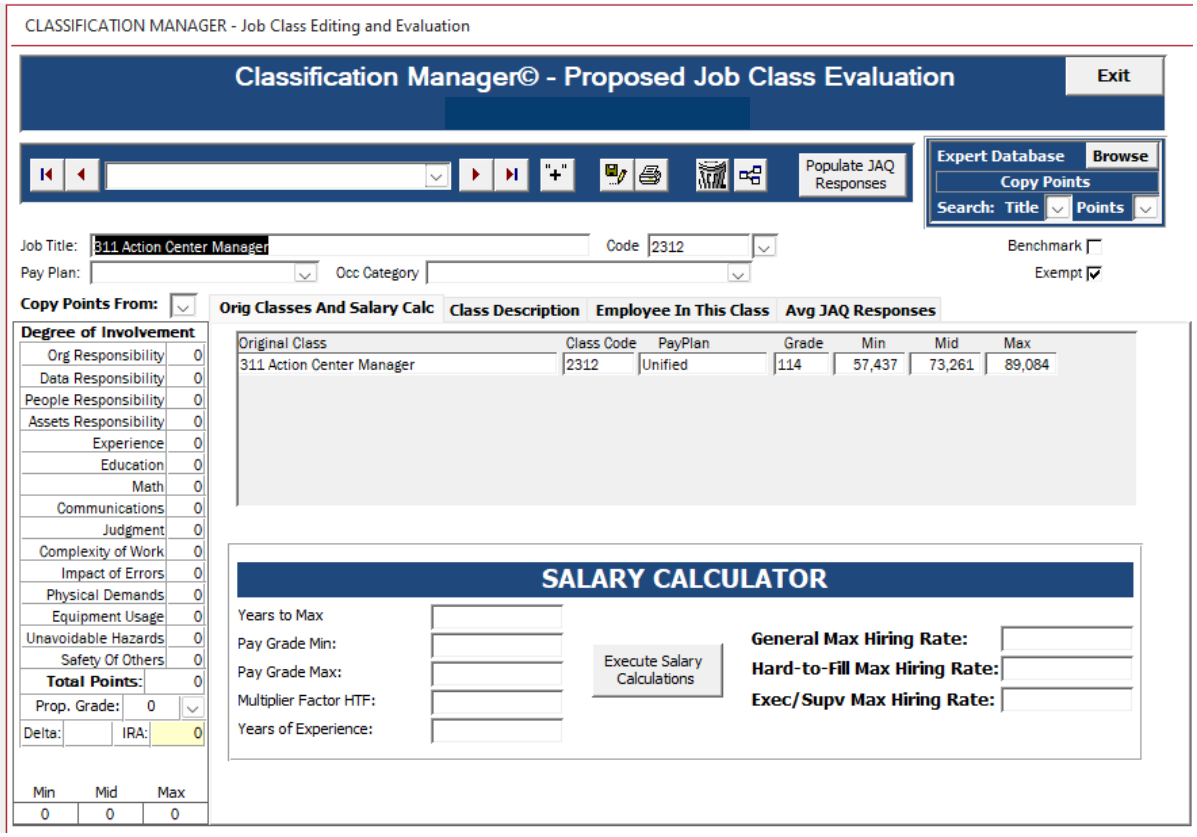
Step 5: Job Questionnaires – Full Documentation in an Easy-to-Use Format

MAG has developed a highly efficient online job questionnaire process (JPQs) for employees and their supervisors. This will be available for all included employees, in which job data is collected, evaluated and ultimately provided to the City. The JPQ is written in an understandable and easy-to-read format. We will schedule on-site orientation sessions for employees, in which the study process is explained, the job questionnaire is thoroughly reviewed, and employees can ask questions. A variety of electronic documents will be also distributed which explain the process, questionnaire completion, and include many frequently asked questions with answers.

Employees are asked questions about their job duties and responsibilities that they regularly perform and any recent changes in work routine. The JPQ captures job data for education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment. This approach enables us to make distinctions at the employee levels. Supervisors have access to their employees' questionnaires for review and comment. All of the key information in the JPQs are downloaded to MAG's proprietary database so that the information is readily available in identifying job profile values from the incumbents and their supervisors.

The use of the database is a technique to complement the highly personalized and substantial client input and discussions. Core evaluation profile values are based on ratings from employees and their supervisors. *MAG's Job Profile Method of Classifying work is a comprehensive and unique approach to collecting and verifying accuracy of core job functions.*



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Step 6: Achieving Internal Equity

As a tool in supporting MAG's comprehensive and professional approach, we will utilize a Windows™ based system, Classification Manager, a tool designed by Management Advisory Group which integrates current market data and job analysis, and provides easy access to all of the information needed to equitably classify all job classes within an organization.

When the City sees the product outcome of the software tool developed by MAG specifically to accomplish compensation projects and to support the goals and vision of our clients, you will see that there is no true comparison on the market.

MAG's proprietary quantitative job evaluation system is based on compensable factors. The system's flexibility will also fully accommodate a market rating approach to job classification as well as whole job ranking, making this the most flexible compensation and classification tool available to public sector entities today.

Classification Manager© can develop pay plans based on regression equation analysis of either the internal midpoint value of the original pay plan or market compensation and quantitative point-factor analysis. MAG often uses the original value of the organization's own jobs to establish the internal market control point, using external market values to adjust the proposed pay line.

In addition to point factor analysis, classifications should also be reviewed for economic anomalies within the marketplace. Economic anomalies are those positions for which market values are inflated or otherwise inconsistent due to shifting supply and demand conditions.

Step 7: Report of Study Conclusions and Implementation Options

Our final report will outline the process, methods, findings and recommendations of the study. Because we tailor plans to the specific needs of each organization, several cost analyses for implementing proposed study recommendations can be considered. The cost by employee to bring staff up to the proposed pay range minimums is the most conservative option and is always provided. Other options, such as length of time in classification, can also be used as criteria to assign employees to the proposed plan. Our program generates analysis reports for each scenario under consideration for implementation.

The analysis reports detailed statistical data for each employee according to the selected implementation scenario. The report details each incumbent by employee number, job code, position number, division, department, proposed pay grade and pay range, proposed salary, and dollar amount (if any) of proposed salary adjustment. Thus, you are provided with an in-depth budget review and forecasting tool to facilitate selection of the most viable and appropriate implementation strategy.

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Step 7, Continued: Report of Study Conclusions and Implementation Options

Once an implementation strategy is determined, we initiate the final reporting phase of the project and provide you with a proposed pay and classification plan report that presents:

- Revised pay rates and salary schedules for all classifications in the scope of the study,
- Study findings, statistical detail reports, and detailed financial impact scenarios based on your identified goals and objectives,
- Implementation options and strategies regarding maintenance and costs of the proposed elements of the plan,
- Recommendations for pay administration practices for all issues and elements identified as useful to during the course of study,
- Recommendations regarding segregation of employees with respect to entry level compression or other agreed upon criteria (if applicable).
- Develop recommendations, guidelines and training materials to ensure proper maintenance and continued administration of the classification and compensation system. MAG's goal is to provide our clients with all the tools and training that are needed. We will provide the District Staff with technical assistance and training to facilitate the implementation and maintenance of the recommended system and procedures over time. ***There is no additional cost for this training*****.** Our staff also responds to emails within minutes and will respond to any questions or clarifications at no cost for up to a year.

All feedback from management will be carefully considered and appropriate changes will be made prior to submitting the final report.

All implementation recommendations and related reports and documentation will be provided to the City in both paper and electronic format.

Please consider that MAG views this project as one that requires extensive personal communications and interactions with staff. That personal attention is supplemented by the best techniques in the industry to ensure accuracy.

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MANAGEMENT ADVISORY GROUP PROJECT SCHEDULE

MAG has developed a proposed work-plan and project timeline to accomplish the scope of services described in the previous section. We ensure that each of our projects is given the appropriate resources and attention. We possess the ability, staff, skills and tools to complete the study for the City in a four-month time period, following the signing of the contract. Some of the proposed project activities and tasks indicated will occur simultaneously. The specific steps are broken out below. The timing can be modified to best meet the needs of the City.

We will work together with the City to ensure a timely and excellent project.

Phase I: Project Initiation: Day 1—Day 25

Objective: To develop a project plan acceptable to all parties, gather pertinent project related data, finalize contractual negotiations, and establish a timeline for project activities and deliverables.

Activities: Execute Project Contract.

Meet with our HR partners and departmental staff to discuss the project's goals and objectives, and to coordinate activities.

Gather required project data/information, such as current class descriptions, current pay plan, administration policies and procedures, and organization charts.

Initiate the employee information data collection in required database/spreadsheet format in Excel.

MAG provides detailed outlines of information needed and technical support in how and when the spreadsheet is to be provided.

Establish a mutually agreed-upon project work plan, timelines, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.

Deliverable(s):

- Finalized Project Work Plan.
- Project Contract.
- Successful communication of the design/completion of the employee information needed in MAG's Excel template spreadsheet.

Phase II: Development of Compensation Survey Instrument: Day 25—Day 55

Objective: To develop a salary/compensation survey instrument and administer survey instrument to gather compensation data from survey targets, establish a list of classification titles for inclusion in the survey, and define target respondent organizations/published surveys.

Activities:

Work together with our HR/Project partners and top management to confirm the appropriate market and survey target employers for selected benchmark positions that offer comparable employment opportunities.

Develop draft market salary survey instrument to gather compensation data.

Review Draft Salary Survey and confirm with the Project Manager; revise as necessary and appropriate.

Develop Final Salary Survey Instrument.

Initiate survey via internet, telephone, published data, and e-mail for benchmarks. Survey can be conducted on-line, through a fillable form and from published information or pay schedules provided by survey targets.

Deliverable(s):

- Confirm Market Survey Targets and Benchmark Classifications.
- Survey Instrument.

MANAGEMENT ADVISORY GROUP PROJECT SCHEDULE

Phase III: Conduct Custom Market Survey

Day 50—Day 85

Objective: To administer a salary/compensation survey instrument to survey targets in a variety of user-friendly formats.

Activities:

- We work closely with you to identify specific target agencies to be included in the custom survey. We work with you to define the market.
- Provide survey options for participation, including online input through MAG's web site, completion of Excel format survey, and/or provision of current compensation plan.
- Review/clean collected compensation data and compare to current data.
- Develop market compensation summary by classification.
- Review compensation structure and develop recommendations.

Deliverable(s):

- Survey data for benchmark classes.
- Recommendations on compensation design based on updating or redesigning the salary schedules to be market relevant.

Phase IV: Conduct Job Analysis and Classification Review of all Classes

Day 75—Day 100

Objective: To conduct a review of included classifications for appropriate internal equity. These activities happen concurrently, following the successful completion of MAG's Excel spreadsheet of required employee information. Once the spreadsheet is successfully completed, MAG can initiate several project activities:

Please note that MAG has developed complete information packages that successfully allow this process to move forward without requiring employee gatherings and "face to face" meetings. The approach that will ultimately be selected will be dependent on City, County, State, CDC and other relevant public health guidelines to ensure the safety and security of all parties with the concurrence of our HR Partners.

Activities:

- Distribute information on the Job Profile Questionnaires® (JPQ) and data gathering instrument. The JPQ is written in an understandable and easy-to-read format. Employees can list the job duties and responsibilities that they regularly perform and any recent changes in work routine.
- The questionnaire will capture job data for such factors as education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment.
- Monitor JPQ completion and provide updates on the status of employee questionnaire completion at key points.
- Review issues identified by administrators to identify comments concerning position levels, recruitment, retention and other directly relevant issues impacting a successful outcome.

- Summarize the concerns for sharing with our HR Partners.
- Conduct top level interviews to confirm and allow for elaboration on classification/compensation concerns. An interview schedule will be established by MAG staff for review, input and confirmation.
- Download and review completed JPQ's.
- Evaluate each job class according to key criteria.
- Make assignments and allocations for classes.
- **Deliverable(s):**
- Employee Guidelines for identifying participants in the JPQ process, which includes step by step instructions for completing the online Job Profile Questionnaires
- Questionnaire monitoring and updates on a twice weekly basis for our HR Partner.
- Key Senior Staff interviews using a selected on-line format
- Classification data capturing and review
- Recommended compensation structure(s) based on analysis of market data

Phase V: Develop Recommendations to Classification Plan

Day 120

Objective: To identify any needed changes to the Compensation/Pay Schedules(s).

Activities:

- Conduct analysis and evaluate the current classification plan(s) in terms of:

Deliverable(s):

* Supporting the overall goals and objectives
* Its ability to provide compensation comparability between and among various groups and classes of positions
* Its ability to provide a meaningful salary level that recognizes required credentials, certifications and experience
* Developing an initial set of recommended changes in the structure of the current classification system and schedules(s)
* Review recommended changes with the Project Manager and appropriate management staff and make appropriate revisions
* Develop revised pay plan(s)
* Develop guidelines for maintaining the classification system
* Provide for internal review

Deliverable(s):

- Revised Grade Order List and Pay Plan(s) for the various departments
- Reclassification recommendations (if applicable)

MANAGEMENT ADVISORY GROUP PROJECT SCHEDULE

Phase VI: Submit Draft Project Report and Initiate Internal Review Process
Day 130

Objective: To develop a draft report based on previous study activities and tasks.

Activities:

- Integrate project data and deliverables from previous project tasks into a draft report for internal review.
- Provide draft project findings to management for technical review.

Deliverable(s):

- Draft Report.
- Initial Costing Projections

Phase VII: Develop and Submit Final Project Report
Following Internal Review and Feedback: TBD

Objective: To develop a final report of project results, findings and recommendations.

Activities:

- Finalize the implementation approach and do costing projection for the first year.
- Revise draft report as necessary and appropriate based on technical review; develop and deliver final report.
- Provide project findings and provide all study documentation

Deliverable(s):

- Final Report and Presentation
- All Study Documentation

TAB 5

FEE PROPOSAL



TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ $36,750 (in figures)

Thirty six thousand seven hundred and fifty dollars
(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

Management Advisory Group International, Inc.	12730 Fair Lakes Circle, Suite 600
Company	Address
Dr. Russell H. Campbell	Fairfax, Virginia 22033
Authorized Signature	City, State, Zip Code
Dr. Russell H. Campbell, Senior Executive Advisor	703-590-7250
Printed Name & Title	Telephone No.
russell@maginc.org	
Email	Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: Russell H. Campbell

12730 Fair Lakes Circle, Suite 600, Fairfax, Virginia 22033
(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: February 18, 2025

Dr. Russell H. Campbell, Senior Executive Advisor
Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: Dr. Russell H. Campbell
Signature of Proposer

Corporation Name & Address: Management Advisory Group International, Inc.
12730 Fair Lakes Circle, Suite 600, Fairfax, Virginia 22033

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

Our cost is all inclusive and includes travel costs, transportation, overhead and clerical support. Ad hoc services as requested, would be provided at an hourly rate of $200.

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

N/A

Management Advisory Group International, Inc.	12730 Fair Lakes Circle, Suite 600
Company	Address
Dr. Russell H. Campbell	Fairfax, Virginia 22033
Authorized Signature	City, State, Zip Code
Dr. Russell H. Campbell, Senior Executive Advisor	703-590-7250
Printed Name & Title	Telephone No.
russell@maginc.org	
Email	Fax No.

TAB 6

REFERENCES



REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: Compensation and Classification Study		
Type of Project/Service: Compensation and Classification Study		
Address: 150 NE 2nd Avenue, Deerfield Beach, FL 33441		
Contracting Agency/Client: Deerfield Beach, Florida		
Contact Name and Phone #: Karen Belle-Pierre, 954-480-4255		
Contact Email Address and Fax #: kbelle-pierre@deerfield-beach.com		
Contract Amount:	Start Date: April 2022	End Date: September 2022
Project #2:		
Project Name: Compensation and Classification Study		
Type of Project/Service: Compensation and Classification Study		
Address: 100 NW First Avenue, Delray Beach, FL 33444		
Contracting Agency/Client: Delray Beach, Florida		
Contact Name and Phone #: Dorothy Bast, 561-243-7127		
Contact Email Address and Fax #: bast@mydelraybeach.com		
Contract Amount:	Start Date: March 2022	End Date: August 2022
Project #3:		
Project Name: Compensation and Classification Study		
Type of Project/Service: Compensation and Classification Study		
Address: 722 Moody Avenue, Galveston, Texas 77550		
Contracting Agency/Client: Galveston County, Texas		
Contact Name and Phone #: Arnie Wetzel, 727-853-1019		
Contact Email Address and Fax #: wetzela@newportrichey.org **note: MAG's reference contact, Arnie wetzel, is now the HR Director for New Port Richey, FL		
Contract Amount:	Start Date: May 2019	End Date: Sept 2019

TAB 7

. FINANCIAL STABILITY
. LITIGATION



First Citizens Bank
forever first®

November 8, 2023

Management Advisory Group International Inc
2992 Reidville Road
Spartanburg SC 29301-5634

To Whom It May Concern:

This is to verify the above referenced client has a satisfactory relationship with First Citizens Bank.

Any questions regarding this matter please call me at 864-587-5339.

Regards,

A. Denise O'Shields

A Denise O'Shields
FSR I
Reidville Road Branch

Litigation Statement

Management Advisory Group Intl. has no current or former litigation, outstanding judgments, or liens (ever).

TAB 8

APPENDICES:

. Required Forms

. Work Samples

. MAG Sample Contract



City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: Management Advisory Group International, Inc.

Print Authorized Officer Name & Title: Dr. Russell H. Campbell, Senior Executive Advisor

Signature Authorized Officer: Dr. Russell H. Campbell

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
City of NSB Form: Fee Proposal	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Dr. Russell H. Campbell	Senior Executive Advisor	703-590-7250

Dr. Russell H. Campbell
Print Name

Dr. Russell H. Campbell
Signature/Title)

Management Advisory Group International, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture X Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 88-0495510

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information	
Company Name: Management Advisory Group International, Inc.	Federal Employer Identification Number or SS Number: 88-0495510 DUN Number:
Mailing Address: 12730 Fair Lakes Circle, Suite 600	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code: Fairfax, Virginia 22033	Incorporated in the State of: Florida
Corporate Address: 12730 Fair Lakes Circle, Suite 600	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No
City, State, Zip Code: Fairfax, Virginia 22033	Authorized to transact business in Florida Yes or No State of Florida Department of State Certificate of Authority Document No: P02000089541
Telephone No. 703-590-7250	
Email Address: russell@maginc.org	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Donald C. Long	Vice President: Russell H. Campbell
Secretary: Tracy P. O'Shields	Treasurer: Robin D. Blackwell
Other:	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Dr. Russell H. Campbell
Authorized Signature

Dr. Russell H. Campbell
Printed Name

Title: Senior Executive Advisor/Senior Vice President

Date: February 18, 2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:**_____

DATE: February 18, 2025

VENDOR NAME: Management Advisory Group International, Inc.

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: Human Resources Consulting Services

DEPARTMENT: Administrative

PREPARED BY: Tracy O'Shields

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
12730 Fair Lakes Circle	Same	Same
ADDRESS	ADDRESS	ADDRESS
Suite 600		
Fairfax, Virginia		
CITY/STATE	CITY/STATE	CITY/STATE
22033		
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Dr. Russell H. Campbell

E-MAIL: russell@maginc.org

OFFICE PHONE: 703-590-7250

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: 88-0495510

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Management Advisory Group International Incorporated

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2992 Reidville Rd.

Requester's name and address (optional)

City, state, and ZIP code
Spartanburg, SC 29301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
88 0495510

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► Donald C. Long | **Date** ► February 18, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Management Advisory Group International, Inc.

PROPOSER/BIDDER

Dr. Russell H. Campbell

AUTHORIZED SIGNATURE

Senior Executive Advisor/Senior Vice President

OFFICER TITLE

February 18, 2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Dr. Russell H. Campbell Senior Executive Advisor

Authorized Signature and Title

Date: February 18, 2025

Dr. Russell H. Campbell, Senior Executive Advisor

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 08-25-HR described as:

Compensation and Benefits Study.

Management Advisory Group International, Inc.	February 18, 2025
Firm	Date
Dr. Russell H. Campbell Senior Executive Advisor	Dr. Russell H. Campbell, Senior Executive Advisor
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Dr. Russell H. Campbell

Date: February 18, 2025

Authorized Signature

Dr. Russell H. Campbell, Senior Executive Advisor

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Dr. Russell H. Campbell, Senior Executive Advisor
(Print Individual's Name and Title)
for Management Advisory Group International, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Human Resources Consulting

and (if applicable) its Federal Employer Identification Number (FEIN) is 88-0495510

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dr. Russell H. Campbell
(Signature)

Sworn and subscribed before me this 18th day of February, 2025.

Personally known X

OR produced identification _____

_____
(Type of Identification)

Tracy P. O'Shields Tracy O'Shields
(Notary)

Notary Public State of South Carolina

My commission expires: March 9, 2032

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of South Carolina

County of Spartanburg

Dr. Russell H. Campbell, being first duly sworn, deposes and says that:

He/she is Senior Executive Advisor of Management Advisory Group, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Dr. Russell H. Campbell

Signed

Senior Executive Advisor

Title

Subscribed and sworn to before me this 18th day of February, 2025.

Tracy P. O'Shields Tracy O'Shields

Notary Public

Title

My Commission Expires: March 9, 2032

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Management Advisory Group International, Inc.

Consultant E-Verify Registration Number: 7844444

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Dr. Russell H. Campbell

Print Name: Dr. Russell H. Campbell

Sworn to and subscribed before me, by ( ) physical presence or (X) remote audio-visual means, this

18th Day of February, 2025. She/He is personally known to me or has produced

_____ As identification.

Tracy O'Shields

Notary Public

My commission expires: March 9, 2032

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Management Advisory Group International, Inc.

Authorized Signature: Dr. Russell H. Campbell Date: February 18, 2025

Printed Name: Dr. Russell H. Campbell

Title: Senior Executive Advisor

STATE OF South Carolina

COUNTY OF Spartanburg

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 18th day of February, 2025, by Dr. Russell H. Campbell, as Senior Executive Advisor on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public
Tracy O'Shields
Name of Notary Typed, Printed or Stamped Tracy P. O'Shields
My Commission Expires: March 9, 2032

CONFLICT OF INTEREST AFFIDAVIT

State of ~~Florid~~South Carolina: City of Spartanburg

Before me, the undersigned authority, personally appeared Dr. Russell H. Campbell

who was duly sworn, deposes, and states:

1. I am the Senior Executive Advisor of Management Advisory Group International, Inc. with a local office in Columbia, SC (City & State) and principal office in Fairfax, Virginia (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Dr. Russell H. Campbell	Senior Executive Advisor
Typed Name	Title
Dr. Russell H. Campbell	February 18, 2025
Signed	Dated

Sworn to and subscribed before me this 18th day of February 2025.

Personally known X OR produced identification ____. Identification type: _____

Notary Public: State of South Carolina County of Spartanburg

Tracy O'Shields Tracy P. O'Shields

Printed, typed, or stamped commissioned name of notary public

My commission expires: March 9, 2032

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	Fairfax, Virginia	
Federal I.D. Number	88-0495510	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Management Advisory Group International, Inc.

Mailing Address: 12730 Fair Lakes Circle, Suite 600, Fairfax, Virginia 22033

Telephone Number: 703-590-7250 Fax Number: _____ E-mail Address: russell@maginc.org

Dr. Russell H. Campbell | Dr. Russell H. Campbell | 88-0495510

Authorized Signature | Printed Name | FEIN

Senior Executive Advisor | February 18, 2025

Title | Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Management Advisory Group International, Inc.

FEIN: 88-0495510

Authorized Representative Name and Title: Dr. Russell H. Campbell, Senior Executive Advisor

Address: 12730 Fair Lakes Circle, Suite 600

City: Fairfax State: Virginia Zip: 22033

Phone Number: 703-590-7250 Email Address: russell@maginc.org

Certified By: Dr. Russell H. Campbell Senior Executive Advisor,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Dr. Russell H. Campbell

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Dr. Russell H. Campbell Senior Executive Advisor

Authorized Signature and Title

Date: February 18, 2025

Dr. Russell H. Campbell, Senior Executive Advisor

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☑ Please confirm
*Response required

VIII.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required Management Advisory Group International, Inc.
12730 Fair Lakes Circle, Suite 600, Fairfax, Virginia 22033

VIII.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required Dr. Russell H. Campbell, Senior Executive Advisory
Management Advisory Group International, Inc.

VIII.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required 88-0495510

VIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☑ Please confirm
*Response required

VIII.F Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☑ Please confirm
*Response required

VIII.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required No conflicts exist.
Please see Tab 2, Background and Experience of the Firm

VIII.H Conflict of Interest Disclosure*

PROJECT NUMBER: 08-25-HR - Compensation and Benefits Study

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration,

management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☑ Please confirm No conflicts, potential or otherwise, exist.
*Response required

VIII.I Introduction and Management Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Management Summary.

*Response required Please see the first two sections of our proposal

VIII.J Background and Experience of the Firm *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Background and Experience of the Firm

*Response required Please see Tab 2 of our proposal

VIII.K Skills and Credentials of the Designated Project Team*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Skills and Credentials of the
Designated Project Team

*Response required Please see Tab 3 of our proposal

VIII.L Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources

*Response required Please see Tab 4 of our proposal

VIII.M Fee Proposal *

Upload a detailed fee proposal with no hidden fees.

*Response required Please see Tab 5 of our proposal

VIII.N References *

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly

within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the City must be able to contact references for verification as part of the evaluation process).

*Response required Please see Tab 6 of our proposal

VIII.O References *

In addition to the completed Reference Form, Proposer understands that they shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to proposal due date outlined in Section II.

☑ Please confirm
*Response required Reference questionnaires sent to our contacts (listed on the references form) on January 31, 2025

VIII.P Financial Stability *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required Please see Tab 7 of our proposal

VIII.Q City Required Forms *

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement

City of NSB Form: References
City of NSB Form: Signed Addendums (if applicable)
City of NSB Form: Fee Proposal
Copy of Sunbiz Registration with Active Status

*Response required Please see Tab 8 of our proposal

VIII.R Complete Copy of Submittal *

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Background and Experience of the Firm
- Skills and Credentials of the Designated Project Team
- Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

*Response required Completed

*Response required

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?

   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?

   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.

   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Dr. Russell H. Campbell Proposer Signature: Dr. Russell H. Campbell

Management Advisory Group International, Inc.

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Dr. Russell H. Campbell Proposer Signature: Dr. Russell H. Campbell

Firm Name (Please Print): Management Advisory Group International, Inc.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF MANAGEMENT ADVISORY GROUP INTERNATIONAL, INCORPORATED.

AT THE MEETING OF DIRECTORS OF MANAGEMENT ADVISORY GROUP INTERNATIONAL, INCORPORATED, DULY NOTICED AND HELD ON JANUARY 3, 2023, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS RESOLVED THAT DONALD C. LONG, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTINGEACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

_____

DATE

_____

State of Florida
Department of State

I certify from the records of this office that MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002, effective August 14, 2002.

The document number of this corporation is P02000089541.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 13, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2025

Secretary of State

Tracking Number: 5137672118CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

	Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL					
101			**$31,531**	**$40,984**	**$50,437**
	575	PT OFFICE ASST			
	829	PT SEASONAL REC LEADER			
102			**$33,108**	**$43,033**	**$52,959**
	904	PT SEASONAL SR REC LEADER			
103			**$34,763**	**$45,185**	**$55,607**
	289	LIFEGUARD-POOL			
	344	PT BUILDING MAINTENANCE WORKER			
	290	PT SEASONAL LIFEGUARD			
	581	STAFF ASSISTANT			
104			**$36,501**	**$47,444**	**$58,387**
	514	CUSTOMER SERV. REPRESENTATIVE			
	782	CUSTOMER SERVICE ASSISTANT			
	778	LEAD LIFEGUARD			
	711	NUISANCE ABATEMENT OFFICER			
	414	POLICE INFO SPECIALIST			
	649	RECORDS MGT ASSISTANT-POLICE			
105			**$38,326**	**$49,816**	**$61,306**
	805	ACCOUNTING CLERK			
	933	LITTER PREVENTION OFFICER			
	253	PERMIT CLERK			
	851	UTILITY BILLING SPECIALIST			
106			**$40,242**	**$52,307**	**$64,372**
	587	ADMINISTRATIVE ASSISTANT			
	841	CODE BOARD SPECIALIST			
	153	COMMUNITY IMPROVEMENT SPECIALIST			
	225	COMMUNITY SERVICE OFFICER			
	258	EVIDENCE CUSTODIAN			
	935	HUMAN RESOURCES ASSISTANT			
	741	INVENTORY CONTROL SPECIALIST			
	920	PENSION SPECIALIST			
	642	PT PLANNER IN TRAINING			
	9994	SENIOR CUSTOMER SERVICE REP.			
	551	SENIOR POLICE INFORMATION SPEC			
107			**$42,255**	**$54,922**	**$67,590**
	610	FLEET COORDINATOR			
	930	PERMIT TECHNICIAN			
	821	PT SEASONAL REC SPVSR I			
	341	PUBLIC EDUCATION SPECIALIST			
	848	PURCHASING ASSISTANT			
	162	QUALITY ASSURANCE ANALYST			
	278	RECREATION SUPERVISOR I			
108			**$44,367**	**$57,669**	**$70,970**
	897	ACCOUNTS PAYABLE SPECIALIST			
	806	ADMIN OFFICE COORDINATOR			
	906	ADMIN. OFFICE COORD. CITY CLERK			
	122	ADMINISTRATIVE OFFICE COOR			
	658	AQUATICS OPERATIONS SUPERVISOR			

Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL				
108		**$44,367**	**$57,669**	**$70,970**
118	BUSINESS LICENSE INSPECTOR			
853	BUYER			
588	CODE ENFORCEMENT OFFICER			
910	DIGITAL/SOCIAL MEDIA COOR			
591	EXECUTIVE ASSISTANT			
313	LANDSCAPE SITE INSPECTOR			
187	POLICE DIGITAL PUBLIC REC SPEC			
921	PUBLIC RECORDS MGT. COORDINATOR			
109		**$46,586**	**$60,552**	**$74,518**
842	AGENDA COORDINATOR			
875	CROSS CONNECTION CONTROL SPECIALIST			
589	LEAD CODE ENFORCEMENT OFFICER			
110		**$48,915**	**$63,580**	**$78,244**
176	ASSISTANT HR GENERALIST			
931	BUILDING DIVISION COORDINATOR			
941	BUILDING PERMIT EXPEDITOR			
372	CRIME ANALYST			
214	CRIME SCENE INVESTIGATOR			
671	METER OPERATIONS SUPV			
327	POLICE INFORMATION SPEC SUPV			
280	RECREATION SUPERVISOR II			
429	REHABILITATION SPECIALIST			
825	SENIOR PERMIT TECHNICIAN			
995	STORMWATER/STREETS MAINT SUPV			
624	TRAFFIC MAINTENANCE SUPV			
870	TREASURY SPECIALIST			
130	UTILITY INSPECTOR			
111		**$51,361**	**$66,759**	**$82,157**
916	ASSISTANT PLANNER/GIS SPECIALIST			
198	ASSISTANT SUSTAINABILITY PLANNER			
763	CLEAN & SAFE STREETSCAPE SPVSR			
134	CODE ENFORCEMENT COORDINATOR			
661	CODE ENFORCEMENT OFFICER SUPRV			
138	COMM.IMP.SUPPORT SERVICES SUPV			
305	COMMUNICATIONS SPECIALIST			
110	ENGINEERING INSPECTOR			
189	EXECUTIVE ADMINISTRATIVE ASST.			
166	EXECUTIVE LEGAL SECRETARY			
950	FLEET ANALYST			
780	GIS SPECIALIST			
338	HOUSING PROPERTY COORDINATOR			
856	HUMAN RESOURCES ANALYST			
885	HUMAN RESOURCES SPEC BENEFITS			
844	IT SERVICES COORDINATOR			
152	LOGISTICS/SUPPORT SERVICES COOR			
942	NEIGHBORHOOD COMM. SVD. COORD.			
594	PARKS MAINTENANCE SUPERVISOR			
947	PAYROLL COORDINATOR			

Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL				
111		**$51,361**	**$66,759**	**$82,157**
811	RISK MANAGEMENT COORDINATOR			
827	SAFETY COORDINATOR			
9991	SUPPORT SERVICES SUPERVISOR			
894	TECHNICAL SUPPORT ANALYST I			
991	UTILITIES DEPARTMENT COORDINATOR			
112		**$53,929**	**$70,097**	**$86,264**
411	ASSISTANT PARKS SUPT			
128	CEMETERY MANAGER			
784	CRIME SCENE INVES SUPERVISOR			
993	FLEET SUPERVISOR			
828	GIS ANALYST - PUBLIC WORKS			
300	HOUSING/REHAB. INSPECTOR			
874	IPP ADMINISTRATOR			
785	OUT OF SCHOOL PROGRAM SPVSR			
929	QUALITY ASSURANCE OFFICER			
281	RECREATION SUPERVISOR III			
807	SENIOR CHEMIST			
990	SPECIAL EVENTS/MARKETING COORD			
865	UTILITIES OFFICE SUPERVISOR			
113		**$56,625**	**$73,601**	**$90,578**
803	ACCOUNTANT			
297	ACCREDITATION MANAGER			
746	APPLICATION SUPPORT SPECIALIST			
526	COMMUNICATIONS SUPERVISOR			
922	CROSS CONNECTION CONTROL PROG ADMIN			
115	DEPUTY CITY CLERK			
938	ENV RESOURCES COMPLIANCE COORD			
946	FLOODPLAN REVIEWER			
855	HUMAN RESOURCES GENERALIST			
932	LANDSCAPE SITE INSPECTOR II			
918	LEGAL OFFICE MANAGER			
665	PAYROLL ADMINISTRATOR			
374	PERMIT SUPERVISOR			
638	PLANNER			
639	PLANNER/GIS SPECIALIST			
858	PURCHASING AGENT			
188	SERVICE POPULATION ADVOCATE			
135	TREASURY ANALYST			
615	UTILITIES SUPERVISOR			
114		**$59,456**	**$77,281**	**$95,106**
864	ASSISTANT UTILITIES FINANCIAL MGR.			
149	BUILDING INSPECTOR			
728	EDUCATION COORDINATOR			
131	FIRE AND LIFE SAFETY INSPECTOR			
826	GIS ANALYST II			
917	NEIGHBORHOOD PLANNER			
173	PLAN REVIEW SUPERINTENDENT			
430	PROJECT MANAGER I			

Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL				
114		**$59,456**	**$77,281**	**$95,106**
116	SPECIAL EVENTS ADMINISTRATOR			
818	STRUCTURAL PLAN REVIEWER			
923	UTILITIES PLAN REVIEWER			
115		**$62,429**	**$81,146**	**$99,862**
172	ASST UTILITIES MAINTENANCE MGR			
489	ASST WATER SEWER NETWORK MGR			
653	BUILDING MAINTENANCE SUPT			
9993	SENIOR ACCOUNTANT			
9995	SENIOR HR GENERALIST			
928	SYSTEM ADMINISTRATOR			
685	WTP SUPERVISOR			
116		**$65,551**	**$85,203**	**$104,855**
632	ADMINISTRATIVE OFFICER			
836	BENEFITS MANAGER			
129	BUDGET COORDINATOR-FIRE RESCUE			
999	BUSINESS OPERATIONS ADMIN			
892	CLEAN & SAFE ADMINISTRATOR			
190	CODE ENFORCEMENT ADMINISTRATOR			
948	CONTRACTS ADMINISTRATOR			
937	HUMAN RESOURCES MANAGER			
880	INFRASTRUCTURE ENGINEER			
953	IT SUPPORT MANAGER			
888	IT SUPPORT MANAGER			
194	NEIGHBORHOOD SERVICES ADMIN			
952	NETWORK ENGINEER			
146	PARKS SUPERINTENDENT			
814	PENSION ADMINISTRATOR			
431	PROJECT MANAGER II			
337	RECREATION SUPERINTENDENT			
980	SANITATION ADMINISTRATOR			
801	SENIOR LANDSCAPE PLANNER			
817	SENIOR PLANNER			
940	SERVICE POPULATION ADVOCATE MGR			
9997	STORMWATER SUPERINTENDENT			
139	STREETS SUPERINTENDENT			
164	TRANSPORTATION PLANNER			
117		**$68,828**	**$89,463**	**$110,098**
843	ACCOUNTING MANAGER			
636	COMMUNICATIONS MANAGER			
118		**$72,270**	**$93,936**	**$115,603**
903	CHIEF PARKING FACILITIES ADMIN			
943	DEVELOPMENT PERMIT MANAGER			
499	ENGINEER III			
157	ENV. RESOURCES COMPLIANCE MANAGER			
494	ENVIRONMENTAL LABORATORY MGR.			
197	FIRE RESCUE PUBLIC AFFAIRS MGR			
949	FLEET MANAGER			
127	INSPECTOR II			

Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL				
118		**$72,270**	**$93,936**	**$115,603**
498	MANAGER OF MAINTENANCE			
872	POLICE INFORMATION MANAGER			
640	PRINCIPAL PLANNER			
125	SENIOR INFRASTRUCTURE ENGINEER			
915	SENIOR NETWORK ENGINEER			
830	SUSTAINABILITY OFFICER			
123	UTILITIES FINANCIAL MANAGER			
156	UTILITIES PROFESSIONAL ENGINEER			
491	WATER TREATMENT PLANT MANAGER			
490	WATER/SEWER NETWORK MANAGER			
120		**$79,677**	**$103,565**	**$127,452**
955	POLICE TECHNOLOGY MANAGER			
132	PURCHASING MANAGER			
122		**$87,844**	**$114,180**	**$140,516**
857	BUDGET MANAGER			
112	CHIEF ACCOUNTING OFFICER			
905	EMERGENCY MANAGER			
945	GIS MANAGER			
944	INFORMATION SECURITY MANAGER			
954	IT INFRASTRUCTURE MANAGER			
909	PT GIS PROGRAM MANAGER			
196	RISK MANAGER			
939	SENIOR TECHNOLOGIST STRATEGIST			
123		**$92,236**	**$119,889**	**$147,541**
248	ASSISTANT CITY ATTORNEY			
119	DEPUTY DIRECTOR OF PUBLIC WKS			
742	DIRECTOR OF COMMUNICATIONS			
193	ECONOMIC DEVELOPMENT DIRECTOR			
924	STORMWATER ENGINEER			
878	TRANSPORTATION ENGINEER			
124		**$96,848**	**$125,883**	**$154,918**
773	ASSISTANT HR DIRECTOR			
145	ASSISTANT IT DIRECTOR			
144	ASSISTANT P&R DIRECTOR			
770	ASST NEIGHBORHOOD & COMM SVC DIR			
509	BLDG & INSPEC. ADMINISTRATOR			
137	ENGINEERING DIVISION MANAGER			
556	PRINCIPAL ENGINEER			
125		**$101,691**	**$132,178**	**$162,664**
002ADS	ASSISTANT DEV. SRVCS DIRECTOR			
114	CITY CLERK			
109	CITY ENGINEER			
174	POLICE CAPTAIN			
126		**$106,775**	**$138,786**	**$170,798**
202	ASSISTANT FIRE CHIEF			
136	ASSISTANT PUBLIC WORKS DIRECTOR			
564	ASST CITY ATTY/POLICE LEGAL AD			
882	ASST FINANCE DIRECTOR			

Code	Proposed Class Title	Ann Min	Mid	Ann Max
GENERAL				
126		**$106,775**	**$138,786**	**$170,798**
902	ASST UTILITIES DIRECTOR			
127		**$112,114**	**$145,726**	**$179,337**
831	ASSISTANT POLICE CHIEF			
908	CHIEF TECHNICAL DIRECTOR			
140	DEVELOPMENT SERVICES DIRECTOR			
232	HUMAN RESOURCES DIRECTOR			
141	NEIGHBORHOOD & COMM SVCS DIR			
143	PARKS & RECREATION DIRECTOR			
001SA	SR. ASSISTANT CITY ATTORNEY			
128		**$117,720**	**$153,012**	**$188,304**
111	CHIEF FINANCIAL OFFICER			
107	PUBLIC WORKS DIRECTOR			
120	UTILITIES DIRECTOR			
130		**$129,786**	**$168,696**	**$207,606**
201	FIRE CHIEF			
170	POLICE CHIEF			
131		**$136,275**	**$177,131**	**$217,986**
106	ASSISTANT CITY MANAGER			
136		**$173,926**	**$226,068**	**$278,211**
155	CITY ATTORNEY			
103	CITY MANAGER			

232 Active Proposed Classes in the GENERAL Pay Plan

232 Active Proposed Classes in Delray Beach, FL

Proposed Class List By Title

Lexington TN

Proposed Class Title	Code	Pay Plan	Grade	Min	Mid	Max	#
A							
Accountant I	1000	GENERAL	111	$57,314	$71,654	$85,994	1
Accountant II	1020	GENERAL	112	$60,180	$75,237	$90,294	1
Accountant III	900	GENERAL	114	$66,348	$82,949	$99,549	3
Accounting Clerk I	1050	GENERAL	105	$42,769	$53,469	$64,170	0
Accounting Clerk II	1030	GENERAL	106	$44,907	$56,143	$67,379	1
Accounting Clerk III	1040	GENERAL	107	$47,153	$58,950	$70,748	1
Accounting Manager	1025	GENERAL	119	$84,679	$105,866	$127,053	1
Admin Asst/Public Awareness	1080	GENERAL	107	$47,153	$58,950	$70,748	1
Admin Clerk	1090	GENERAL	103	$38,793	$48,498	$58,204	1
Asst. Fire Chief	1100	GENERAL	116	$73,149	$91,451	$109,753	1
Asst. General Mgr	1110	GENERAL	118	$80,647	$100,825	$121,003	1
Asst. Police Chief	1605	GENERAL	118	$80,647	$100,825	$121,003	1
Asst. Public Works Director	1645	GENERAL	116	$73,149	$91,451	$109,753	1
B							
Backflow/Cross Connect	1130	GENERAL	111	$57,314	$71,654	$85,994	1
Billing Supervisor	1135	GENERAL	111	$57,314	$71,654	$85,994	1
Building Inspector	1140	GENERAL	113	$63,189	$78,999	$94,809	1
C							
Certified Welder	1160	GENERAL	110	$54,585	$68,242	$81,899	1
Chief Operator	1170	GENERAL	112	$60,180	$75,237	$90,294	3
City Recorder/CFO	1180	GENERAL	122	$98,027	$122,553	$147,079	1
Collections Supervisor	1181	GENERAL	111	$57,314	$71,654	$85,994	1
CSR/Cashier	1182	GENERAL	105	$42,769	$53,469	$64,170	4
Customer Service Representative I	1055	GENERAL	105	$42,769	$53,469	$64,170	2
Customer Service Representative II	1035	GENERAL	106	$44,907	$56,143	$67,379	2
Customer Service Supervisor	1015	GENERAL	108	$49,510	$61,898	$74,285	1
D							
Dispatcher	1190	GENERAL	106	$44,907	$56,143	$67,379	6
E							
Engineer	1661	GENERAL	107	$47,153	$58,950	$70,748	1
Engineering CSR	1665	GENERAL	107	$47,153	$58,950	$70,748	1
Engineering Manager	1202	GENERAL	122	$98,027	$122,553	$147,079	1
Engineering Tech	1203	GENERAL	112	$60,180	$75,237	$90,294	1

Proposed Class Title	Code	Pay Plan	Grade	Min	Mid	Max	#
Equipment Operator I	1210	GENERAL	108	$49,510	$61,898	$74,285	7
Equipment Operator II	1230	GENERAL	109	$51,986	$64,992	$77,999	0
Equipment Operator/Non-Cert	1220	GENERAL	106	$44,907	$56,143	$67,379	5
F							
Facilities Maintenance Tech	1250	GENERAL	107	$47,153	$58,950	$70,748	2
Fire Captain	1150	GENERAL	114	$66,348	$82,949	$99,549	4
Fire Chief	1105	GENERAL	120	$88,913	$111,159	$133,405	1
Fire Inspector	1390	GENERAL	112	$60,180	$75,237	$90,294	1
Fire Lieutenant	1440	GENERAL	112	$60,180	$75,237	$90,294	3
Fire Training Officer	1385	GENERAL	113	$63,189	$78,999	$94,809	1
Firefighter	1260	GENERAL	108	$49,510	$61,898	$74,285	7
Flushing Tech	1280	GENERAL	103	$38,793	$48,498	$58,204	2
Foreman	1691	GENERAL	111	$57,314	$71,654	$85,994	2
G							
Garage Manager	1300	GENERAL	111	$57,314	$71,654	$85,994	1
Gas Crew Leader	1430	GENERAL	111	$57,314	$71,654	$85,994	4
Gas Inspector/Meter Tech	1475	GENERAL	113	$63,189	$78,999	$94,809	1
Gen Maintenance Tech	1310	GENERAL	107	$47,153	$58,950	$70,748	3
Gen Maintenance Tech/Certified	1320	GENERAL	108	$49,510	$61,898	$74,285	0
General Laborer	1330	GENERAL	104	$40,732	$50,923	$61,114	6
General Manager/Electric	1335	GENERAL	130	$144,830	$181,067	$217,303	1
General Manager/Utilities	1510	GENERAL	122	$98,027	$122,553	$147,079	1
GIS Tech	1340	GENERAL	110	$54,585	$68,242	$81,899	1
Grounds Crew Laborer	1360	GENERAL	103	$38,793	$48,498	$58,204	4
Grounds Crew Leader	1370	GENERAL	107	$47,153	$58,950	$70,748	1
H							
High Pressure Operator	1205	GENERAL	108	$49,510	$61,898	$74,285	1
Human Resources Director	1020-N	GENERAL	116	$73,149	$91,451	$109,753	1
I							
Industrial Maintenance Tech	1380	GENERAL	112	$60,180	$75,237	$90,294	1
Inventory Control Spec	1400	GENERAL	107	$47,153	$58,950	$70,748	1
Investigator	1410	GENERAL	113	$63,189	$78,999	$94,809	5
IT Manager	1375	GENERAL	118	$80,647	$100,825	$121,003	1
L							

Proposed Class Title	Code	Pay Plan	Grade	Min	Mid	Max	#
Lift Station Tech I	1450	GENERAL	109	$51,986	$64,992	$77,999	1
Lift Station Tech II	1455	GENERAL	110	$54,585	$68,242	$81,899	1
Line Construction Supervisor	1451	GENERAL	122	$98,027	$122,553	$147,079	1
Line Supervisor	1454	GENERAL	119	$84,679	$105,866	$127,053	4
Lineman (Electric)	1452	GENERAL	114	$66,348	$82,949	$99,549	17
Lineman (Gas)	1460	GENERAL	107	$47,153	$58,950	$70,748	3
M							
Maintenance Operator	1490	GENERAL	107	$47,153	$58,950	$70,748	0
Maintenance Tech	1480	GENERAL	107	$47,153	$58,950	$70,748	1
Maintenance Tech/Non-Cert	1500	GENERAL	107	$47,153	$58,950	$70,748	2
Mapping Specialist	1501	GENERAL	109	$51,986	$64,992	$77,999	1
Mechanic I	1530	GENERAL	108	$49,510	$61,898	$74,285	1
Mechanic II	1521	GENERAL	109	$51,986	$64,992	$77,999	2
Mechanic III	1540	GENERAL	110	$54,585	$68,242	$81,899	1
Meter Reader	1550	GENERAL	106	$44,907	$56,143	$67,379	1
Meter Service Tech	1560	GENERAL	109	$51,986	$64,992	$77,999	4
Meter Specialist/Collector	1551	GENERAL	107	$47,153	$58,950	$70,748	2
Museum Operations Coordinator	1570	GENERAL	107	$47,153	$58,950	$70,748	1
O							
Office Manager (Electric)	1571	GENERAL	119	$84,679	$105,866	$127,053	1
Office Manager (Utilities)	950	GENERAL	112	$60,180	$75,237	$90,294	1
Operations Manager	1572	GENERAL	127	$125,110	$156,412	$187,715	1
P							
Patrolman	1590	GENERAL	109	$51,986	$64,992	$77,999	18
Police Captain	1150-E	GENERAL	116	$73,149	$91,451	$109,753	1
Police Chief	1600	GENERAL	121	$93,359	$116,717	$140,076	2
Police Clerk	1620	GENERAL	106	$44,907	$56,143	$67,379	1
Police Lieutenant	1440-E	GENERAL	113	$63,189	$78,999	$94,809	1
Police Major	1615	GENERAL	117	$76,807	$96,024	$115,241	0
Police Sergeant	1650	GENERAL	111	$57,314	$71,654	$85,994	3
Property Attendant	1630	GENERAL	101	$35,186	$43,989	$52,793	1
Public Works Crew Leader	1290	GENERAL	110	$54,585	$68,242	$81,899	2
Public Works Director	1640	GENERAL	120	$88,913	$111,159	$133,405	1
Purchasing Agent	1641	GENERAL	115	$69,666	$87,096	$104,527	1

Proposed Class Title	Code	Pay Plan	Grade	Min	Mid	Max	#
R							
ROW Crew Leader	1642	GENERAL	110	$54,585	$68,242	$81,899	1
S							
Sanitation Driver	1200	GENERAL	107	$47,153	$58,950	$70,748	3
Senior Customer Service Rep.	1183	GENERAL	107	$47,153	$58,950	$70,748	2
Service Line Supervisor	1681	GENERAL	117	$76,807	$96,024	$115,241	2
Solid Waste Supervisor	1670	GENERAL	111	$57,314	$71,654	$85,994	1
Staff Engineer/SCADA/GIS	1660	GENERAL	117	$76,807	$96,024	$115,241	1
Substation Supervisor	1662	GENERAL	122	$98,027	$122,553	$147,079	1
Substation Tech	1663	GENERAL	117	$76,807	$96,024	$115,241	1
Superintendent/Gas	1675	GENERAL	116	$73,149	$91,451	$109,753	3
Superintendent/Public Works	1685	GENERAL	115	$69,666	$87,096	$104,527	1
Superintendent/Water	1680	GENERAL	115	$69,666	$87,096	$104,527	2
Superintendent/Water Treatment	1695	GENERAL	116	$73,149	$91,451	$109,753	1
System Engineer	1201	GENERAL	119	$84,679	$105,866	$127,053	1
T							
Transfer Station Attendant	1683	GENERAL	105	$42,769	$53,469	$64,170	1
U							
Utility Locator	1470	GENERAL	108	$49,510	$61,898	$74,285	3
W							
Waste Collection Worker	1365	GENERAL	104	$40,732	$50,923	$61,114	1
Welder Apprentice	1700	GENERAL	107	$47,153	$58,950	$70,748	1
WT Operator II	1830	GENERAL	108	$49,510	$61,898	$74,285	1
WT Operator III	1840	GENERAL	109	$51,986	$64,992	$77,999	1
WT Operator IV	1850	GENERAL	110	$54,585	$68,242	$81,899	3
WT Operator/Cert	1820	GENERAL	107	$47,153	$58,950	$70,748	1
WT Operator/Non-Cert	1580	GENERAL	105	$42,769	$53,469	$64,170	2
WW Operator IV	1350	GENERAL	110	$54,585	$68,242	$81,899	1
WW Operator/Cert	1420	GENERAL	109	$51,986	$64,992	$77,999	0
WW Operator/Non-Cert	1690	GENERAL	105	$42,769	$53,469	$64,170	1

114 Job Classes

SAMPLE REPORT

Louisville KY Implementation Report

Proposed Pay Plan GENERAL

Dep't Name: Human Resources **Dep't Code: 225**

Original / Proposed	Class Title	Class Code	Grade Min	Grade Mid	Grade Max	Grade #	Step	FTE / Duty	Experience Hire Date	Experience Promotion / Days All'd	Salary	Adjustments Flat % / Min	Adjustments Mid / Equity	Adjustments Step / OrgExp	Adjustments % Chg / Asgn	Compa Ratio	Position # / Employee Name
Director		012000	84,009	132,002	179,993	EXE-		1.000	03/18/2013	02/28/2020	124,810	6,241	0			94.55%	225-012000-36
Exec. Dir., Human Resources		012000H	149,660	179,592	238,857	134				1219	157,130	24,850	1,230				
Assistant Director		013000	72,002	105,292	138,585	EXE-		1.000	01/01/2013	11/13/2017	106,657	5,333	0			101.30%	225-013000-35
Assist. Dir., Human Resources		013000J	106,361	127,633	169,751	127				2056	114,081	0	2,091				
Assistant Director		013000	72,002	105,292	138,585	EXE-		1.000	08/31/2000	01/01/2023	110,971	5,549	0			105.39%	225-013000-20
Assist. Dir., Human Resources		013000J	106,361	127,633	169,751	127				181	116,519	0	0				
Chief Labor Negotiator		010210	72,002	105,292	138,585	EXE-		1.000	05/01/2017	09/12/2022	105,001	5,250	0			99.72%	225-010210-40
Labor Relations Negotiator		010210	106,361	127,633	169,751	127				292	111,611	1,360	0				
Benefits Admin		020300	75,858	100,110	124,384	NU-1		1.000	03/24/2014	05/04/2020	86,050	4,302	0			85.95%	225-020300-37
Benefits Admin		020300	91,878	110,254	146,638	124				1153	96,669	5,829	488				
Chief Examiner		020540	75,858	100,110	124,384	NU-1		1.000	04/15/1999	12/11/2008	94,890	4,744	0			94.78%	225-020540-18
Chief Examiner		020540	91,878	110,254	146,638	124				5315	105,909	0	6,275				
Compliance and Training Admin		023030	75,858	100,110	124,384	NU-1		1.000	01/11/2021	01/11/2021	86,050	4,302	0			85.95%	225-023030-43
Compliance and Training Admin		023030	91,878	110,254	146,638	124				901	96,248	5,829	68				
Health and Safety Admin		018540	75,858	100,110	124,384	NU-1		1.000	01/12/2015	08/08/2022	80,018	4,001	0			79.93%	225-018540-37
Health and Safety Admin		018540	91,878	110,254	146,638	124				327	95,879	11,861	0				
HRIS Admin		023040	75,858	100,110	124,384	NU-1		1.000	08/21/2017	10/03/2022	75,858	3,793	0			75.77%	225-023040-40
HRIS Admin		023040	91,878	110,254	146,638	124				271	95,671	16,021	0				
Talent and Retention Admin		020120	75,858	100,110	124,384	NU-1		1.000	11/04/2020	10/17/2022	77,376	3,869	0			77.29%	225-020120-43
Talent and Retention Admin		020120	91,878	110,254	146,638	124				257	95,747	14,502	0				
Communications & Policy Coord		035040	60,195	78,853	97,490	NU-1		1.000	04/16/2012	12/09/2016	79,872	3,994	0			101.29%	225-035040-35
Communications & Policy Coord		035040	68,561	82,273	109,423	118				2395	83,866	0	0				
Senior Org Performance Analyst		025290	53,768	70,179	86,570	NU-1		1.000	04/11/2011	03/12/2018	70,138	3,507	0			99.94%	225-025290-34
Senior Org Performance Analyst		025290	68,561	82,273	109,423	118				1937	74,359	0	715				
Health & Safety Consultant		076140	53,768	70,179	86,570	NU-1		1.000	12/14/2009	12/12/2022	64,002	3,200	0			91.20%	225-076140-33
Health & Safety Consultant		076140	62,187	74,624	99,250	116				201	67,202	0	0				
Health & Safety Consultant		076140	53,768	70,179	86,570	NU-1		1.000	05/23/2017	05/23/2017	61,630	3,082	0			87.82%	225-076140-40
Health & Safety Consultant		076140	62,187	74,624	99,250	116				2230	66,757	556	1,489				
Class & Comp Analyst		020160	48,152	62,587	77,002	NU-1		1.000	03/04/2014	12/19/2022	57,990	2,900	0			92.66%	225-020160-36
Class & Comp Analyst		020160	59,226	71,071	94,524	115				194	62,125	1,235	0				
Class & Comp Analyst		020160	48,152	62,587	77,002	NU-1		1.000	05/17/2021	05/31/2022	52,042	2,602	0			83.15%	225-020160-43
Class & Comp Analyst		020160	59,226	71,071	94,524	115				396	61,828	7,184	0				
Compliance Coordinator		023070	48,152	62,587	77,002	NU-1		1.000	07/09/1997	12/06/2021	51,563	2,578	0			82.39%	225-023070-25
Compliance Coordinator		023070	59,226	71,071	94,524	115				572	61,804	7,662	0				
Compliance Coordinator		023070	48,152	62,587	77,002	NU-1		1.000	06/21/2022	06/21/2022	49,109	2,455	0			78.46%	225-023070-44
Compliance Coordinator		023070	59,226	71,071	94,524	115				375	61,681	10,117	0				

SAMPLE REPORT

Louisville KY Implementation Report

Proposed Pay Plan GENERAL

Dep't Name: Human Resources **Dep't Code: 225**

Original / Proposed	Class Title	Class Code	Grade Min	Grade Mid	Grade Max	Grade #	Step	FTE / Duty	Experience Hire Date	Experience Promotion / Days All'd	Salary	Adjustments Flat % / Min	Adjustments Mid / Equity	Adjustments Step / OrgExp	Adjustments % Chg / Asgn	Compa Ratio	Position # / Employee Name
Compliance Coordinator		023070	48,152	62,587	77,002	NU-1		1.000	06/04/2018	01/01/2020	52,042	2,602	0			83.15%	225-023070-41
Compliance Coordinator		023070	59,226	71,071	94,524	115				1277	62,332	7,184	505				
Compliance Coordinator		023070	48,152	62,587	77,002	NU-1		1.000	01/17/2023	01/17/2023	48,152	2,408	0			76.94%	225-023070-45
Compliance Coordinator		023070	59,226	71,071	94,524	115				165	61,633	11,074	0				
Employee Benefits Coordinator		020360	48,152	62,587	77,002	NU-1		1.000	08/23/2021	07/25/2022	49,046	2,452	0			78.36%	225-020360-44
Employee Benefits Coordinator		020360	59,226	71,071	94,524	115				341	61,678	10,179	0				
Employee Benefits Coordinator		020360	48,152	62,587	77,002	NU-1		1.000	10/29/2018	06/15/2020	52,042	2,602	0			83.15%	225-020360-41
Employee Benefits Coordinator		020360	59,226	71,071	94,524	115				1111	62,154	7,184	326				
HRIS Analyst		020190	48,152	62,587	77,002	NU-1		1.000	02/27/2023	02/27/2023	49,046	2,452	0			78.36%	225-020190-38
HRIS Analyst		020190	59,226	71,071	94,524	115				124	61,678	10,179	0				
HRIS Analyst		020190	48,152	62,587	77,002	NU-1		1.000	02/20/2023	02/20/2023	49,046	2,452	0			78.36%	225-020190-45
HRIS Analyst		020190	59,226	71,071	94,524	115				131	61,678	10,179	0				
HRIS Analyst		020190	48,152	62,587	77,002	NU-1		1.000	03/20/2023	03/20/2023	49,046	2,452	0			78.36%	225-020190-45
HRIS Analyst		020190	59,226	71,071	94,524	115				103	61,678	10,179	0				
HRIS Analyst		020190	48,152	62,587	77,002	NU-1		1.000	01/09/2023	01/09/2023	49,046	2,452	0			78.36%	225-020190-45
HRIS Analyst		020190	59,226	71,071	94,524	115				173	61,678	10,179	0				
Human Resources Training Coord		036130	48,152	62,587	77,002	NU-1		1.000	02/08/2021	02/08/2021	52,042	2,602	0			83.15%	225-036130-43
Human Resources Training Coord		036130	59,226	71,071	94,524	115				873	61,898	7,184	71				
Human Resources Training Coord		036130	48,152	62,587	77,002	NU-1		1.000	01/22/2007	07/02/2015	63,003	3,150	0			100.66%	225-036130-29
Human Resources Training Coord		036130	59,226	71,071	94,524	115				2921	66,983	0	829				
Personnel Examination Analyst		020140	48,152	62,587	77,002	NU-1		1.000	06/12/2023	06/12/2023	48,152	2,408	0			76.94%	225-020140-45
Personnel Examination Analyst		020140	59,226	71,071	94,524	115				19	61,633	11,074	0				
Personnel Examination Analyst		020140	48,152	62,587	77,002	NU-1		1.000	06/01/1999	12/09/2016	64,272	3,214	0			102.69%	225-020140-18
Personnel Examination Analyst		020140	59,226	71,071	94,524	115				2395	67,486	0	0				
Personnel Examination Analyst		020140	48,152	62,587	77,002	NU-1		1.000	10/11/2021	03/20/2023	48,152	2,408	0			76.94%	225-020140-44
Personnel Examination Analyst		020140	59,226	71,071	94,524	115				103	61,633	11,074	0				
Employee Benefits Specialist		020390	43,202	55,931	68,640	NU-1		1.000	08/23/2021	08/23/2021	45,323	2,266	0			81.03%	225-020390-44
Employee Benefits Specialist		020390	51,161	61,393	81,653	112				677	53,427	5,838	0				
Human Res Hiring Coord		020180	43,202	55,931	68,640	NU-1		1.000	07/24/2000	12/01/2016	59,675	2,984	0			106.69%	225-020180-20
Human Res Hiring Coord		020180	51,161	61,393	81,653	112				2403	62,659	0	0				
Human Res Hiring Coord		020180	43,202	55,931	68,640	NU-1		1.000	10/19/2020	12/13/2021	46,966	2,348	0			83.97%	225-020180-42
Human Res Hiring Coord		020180	51,161	61,393	81,653	112				565	53,510	4,195	0				
Human Res Hiring Coord		020180	43,202	55,931	68,640	NU-1		1.000	05/23/2016	04/06/2020	47,674	2,384	0			85.24%	225-020180-39
Human Res Hiring Coord		020180	51,161	61,393	81,653	112				1181	53,847	3,488	302				
Human Resources Coord		031630	43,202	55,931	68,640	NU-1		1.000	02/27/2006	05/09/2022	47,216	2,361	0			84.42%	225-031630-28
Human Resources Coord		031630	51,161	61,393	81,653	112				418	53,522	3,945	0				

SAMPLE REPORT

Louisville KY Implementation Report

Proposed Pay Plan GENERAL

Dep't Name: Human Resources Dep't Code: 225

Original / Proposed	Class Title	Class Code	Grade Min	Grade Mid	Grade Max	Grade #	Step	FTE / Duty	Experience Hire Date	Experience Promotion / Days All'd	Salary	Adjustments Flat % / Min	Adjustments Mid / Equity	Adjustments Step / OrgExp	Adjustments % Chg / Asgn	Compa Ratio	Position # / Employee Name
Original	Human Resources Testing Coord	020170	43,202	55,931	68,640	NU-1		1.000	10/02/2017	06/14/2022	44,075	2,204	0			78.80%	225-020170-40
Proposed	Human Resources Testing Coord	020170	51,161	61,393	81,653	112				382	53,365	7,086	0				
Original	Administrative Coordinator	031030	38,771	50,045	61,298	NU-0		0.625	02/29/1988	03/09/2022	34,320	1,716	0			109.73%	225-031030-11
Proposed	Administrative Coordinator	031030	48,725	58,470	77,765	111				479	36,036	0	0				
Original	Administrative Coordinator	031030	38,771	50,045	61,298	NU-0		1.000	04/18/2022	04/18/2022	39,541	1,977	0			79.01%	225-031030-44
Proposed	Administrative Coordinator	031030	48,725	58,470	77,765	111				439	50,702	9,184	0				
Original	Staff Helper Internal	097840	22,069	65,629	109,200	OS-S		0.500	12/26/1989	09/30/2019	24,066	1,203	0			73.34%	225-097840-12
Proposed	Staff Helper Internal	097840	34,628	41,554	55,266	104				1370	25,269	0	0				

Summary for

Current Payroll		$2,495,969	# Positions	40
Flat 5% Adjustment	$124,798		# Positions Adjusted (any type)	40 # Not Adj 0
Adjustment To Minimum	$246,408		# Adjusted To Minimum	29
Adjustment Towards Mkt Point	$0		# Adjusted Towards Mkt Pt	0
Adjustment Toward Maximum	$14,388		# Adjusted Toward Maximum	12
Adjustment To Step	$0		# Adjusted To Step	0
OrgExp Adjustment	$0		# OrgExp Adjustments	0
Stipends / Supplements	$0		# Assignment	0
Total Applied Adjustments	$385,595			
Proposed Payroll		$2,881,563	% Change	15.45%

SAMPLE REPORT

Louisville KY Implementation Report

Proposed Pay Plan GENERAL

Dep't Name: Human Resources Dep't Code: 225

Original / Proposed	Class Title	Class Code	Grade Min	Grade Mid	Grade Max	Grade #	Step	FTE / Duty	Experience: Hire Date	Experience: Promotion / Days All'd	Salary	Adjustments: Flat % / Min	Adjustments: Mid / Equity	Adjustments: Step / OrgExp	Adjustments: % Chg / Asgn	Compa Ratio	Position # / Employee Name

Summary for Human Resources

Current Payroll		$2,495,969	# Positions	40
Flat 5% Adjustment	$124,798		# Positions Adjusted (any type)	40 # Not Adj 0
Adjustment To Minimum	$246,408		# Adjusted To Minimum	29
Adjustment Toward Mid	$0		# Adjusted Toward Mid	0
Adjustment Toward Maximum	$14,388		# Adjusted Toward Maximum	12
Adjustment To Step	$0		# Adjusted To Step	0
OrgExp Adjustment	$0		# OrgExp Adjustments	0
Stipends / Supplements	$0		# Assignment	0
Total Applied Adjustments	$385,595			
Proposed Payroll		$2,881,563	% Change	15.45%

AGREEMENT TO PROVIDE
PROFESSIONAL MANAGEMENT CONSULTING SERVICES

THIS AGREEMENT, entered into this ____ day of March 2025 (“effective date”) by and between **Management Advisory Group International, Inc**. (hereinafter called the "Consultant") and **New Smyrna Beach, Florida** (hereinafter called the "Client") (together referred to as the “parties”).

WITNESSETH:

WHEREAS, the Client is interested in obtaining professional human resource and management consulting services to assist in developing plans and programs that conform to Federal, State, and local requirements and that will be approved by their representatives; and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the development of human resource and management systems.

NOW, THEREFORE, for and in consideration of the services hereinafter contained, the parties hereby agree as follows:

1. **Employment of Consultant.** The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below.

2. **Scope of Services.** The Consultant shall do, perform and carry out in a good and professional manner human resource and management consulting services as may be requested by the Client, and included by reference herein is the Consultant’s Proposal to the Client dated February 20, 2025, which details the proposed study timeline, work plan, and deliverables. (Exhibit “A”)

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will commence within ten (10) days of notification to proceed and will be completed within a 180-day time period or as agreed to by the Consultant and the Client.

4. **Method of Payment.** Total cost of the proposed scope of services is $. Ten percent (10%) of the total agreement amount shall be held back by Client - payable to Consultant upon successful completion of the services. Twenty percent (20%) of the total agreement amount will be paid to Consultant within (7) days from the effective date of this agreement and upon Consultant providing Client an invoice for said amount. Additional payments shall be due and payable in accordance with periodic invoices based upon work performed toward delivery of final reports and products as described herein.

5. **Changes and Additional Services.** The Client may, from time to time, require changes in the "Scope of Services" of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement. The written amendment shall identify whether said change(s) alter the total agreement amount. For services not included in the "Scope of Services", a rate of $ 200 per professional hour expended and $ 60 per clerical hour expended, plus expenses will be charged. Any expenses for work done beyond the scope of services anticipated under this agreement will be approved prior to undertaking.

6. **Services and Materials to be Furnished by the Client.** The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

7. **Rights to Terminate Agreement.** The terms of this agreement shall be in effect through and including December 2025. Either party shall have the right to terminate this agreement with or without cause, by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Consultant shall be entitled to compensation for services rendered and expenses incurred through the effective date of termination.

8. **Indemnification.** Subject to Section 9, Limitation of Liability, set forth herein, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client for any amounts (including reasonable attorney's fees) for which the Client shall become legally obligated to pay as damages for negligent acts, errors and/or omissions of the Consultant arising out of the Consultant's performance under this agreement.

9. **Limitation of Liability.** The Client agrees that the Consultant's total aggregate of liability hereunder (whether contractual, statutory, tortious or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees actually paid under this agreement. The Client further agrees that the Consultant shall not be liable to the Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against the Client by any other party, arising out of or in connection with the performance of services hereunder.

10. **Information and Reports.** The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the services herein.

11. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

12. **Completeness of Agreement.** This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties hereto.

13. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the services herein shall be fully qualified to perform such services.

14. **Signatures**. The Parties, may execute this agreement in counterparts. Each executed counterpart shall be deemed an original and all of them, together, shall constitute one and the same agreement.

15. **Notices**. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address noted below.

As to Client:	As to Consultant: Management Advisory Group International, Inc. 12730 Fair Lakes Circle, Suite 600 Fairfax, VA 22033

[Signature page and exhibits to follow]

IN WITNESS WHEREOF, All of the above occurred as of the date first written below; this agreement shall be binding on Consultant beginning on the date it is accepted and executed by Client.

Consultant: Client:

_____ _____

Management Advisory Group International, Inc.
12730 Fair Lakes Circle, Suite 600
Fairfax, VA 22033

City of New Smyrna Beach, Florida

RFP 08-25-HR: Compensation and Benefits Study

March 7, 2025

The above-mentioned RFP was advertised on January 21, 2025. In response to the advertisement, five (5) proposals were received. A committee consisting of three (3) city employees independently evaluated the submittals based on information provided. During the public evaluation meeting on March 11, 2025, the committee openly discussed the proposals. The scores for references and fees were not included as staff was unable to validate the references and the fee proposals were unclear. The combined scores without these two areas are provided below.

Firm	Initial Scores	Rank
Evergreen, LLC	65.00	1
Management Advisory Group International, Inc.	58.33	2
RSC Insurance Brokerage, DBA Risk Strategies	58.00	3
Gallagher Benefit Services, LLC	57.67	4
MGT Impact Solutions, LLC	56.33	5

Due to the natural break in the scores, it was a consensus of the evaluation committee that the top four (4) firms be invited to present to the Committee. The scores from the initial proposal evaluation does not carry forward to the presentations. Oral presentations provide an opportunity for the proposers to clarify the information provided in their submittal, including fees. Results of the references will also be discussed. The final scores will include scores for fees and references.

Oral Presentations are scheduled for March 11, 2025:

Management Advisory Group International, Inc.	2:00 PM - 2:30 PM
Evergreen, LLC	2:45 PM - 3:15 PM
Risk Strategies/Gehring Group	3:30 PM - 4:00 PM
Gallagher Benefit Services, LLC	4:15 PM - 4:45 PM

Evaluation to follow the last presentation

March 11, 2025 @ 5:00 PM

Join the meeting now

Meeting ID: 249 139 960 348

Passcode: SX9uU2tx

Or Dial in by phone: 786-636-1338

Phone conference ID: 817 045 230#

CI

City of New Smyrna Beach, FL

March 11, 2025

Evergreen Solutions, LLC

Compensation and Benefits Study

CONTENT OUTLINE

01 Who We Are

02 Florida HR Experience

03 Project Approach

04 Proposed Timeline

05 Project Team

06 What Sets Us Apart?

07 Evaluation Questions?

WHO WE ARE

At Evergreen Solutions, LLC, we are more than consultants; we are partners in building a stronger public sector. With integrity, dedication, and a passion for excellence, we have:

NATIONWIDE IMPACT

Delivered over 1,400 compensation and/or classification studies across 47 states, enhancing the effectiveness of public institutions.

SPECIALIZED KNOWLEDGE

Our deep expertise spans local and state governments, school districts, Colleges and Universities, and non-profits, ensuring tailored solutions for each sector.

COMPREHENSIVE SUPPORT

Through a full-service human resources consulting practice, we are committed to fostering organizational growth and employee success.

FLORIDA PUBLIC SECTOR EXPERIENCE

City of Alachua
City of Bartow
City of Bunnell
City of Bushnell
City of Cape Coral
City of Clermont
City of Clearwater
City of Coral Gables
City of Coral Springs
City of Dania Beach
City of Daytona Beach
City of Daytona Beach Shores
City of Delray Beach
City of Deltona
City of Destin
City of Doral
City of Dunedin
City of Fort Myers
City of Fort Walton Beach
City of Green Cove Springs
City of Groveland
City of Hallandale Beach
City of High Springs
City of Holly Hill
City of Hollywood
City of Holmes Beach
City of Key West
City of Jacksonville
City of Jacksonville Beach
City of Kissimmee
City of Lake City
City of Largo
City of Maitland
City of Marathon
City of Melbourne
City of Miramar
City of New Smyrna Beach
City of Largo

City of Maitland
City of Marathon
City of Melbourne
City of Miramar
City of New Smyrna Beach
City of North Lauderdale
City of North Miami Beach
City of North Port
City of Ocala
City of Oldsmar
City of Orange City
City of Orlando
City of Palm Bay
City of Palm Beach Gardens
City of Panama City
City of Panama City Beach
City of Parkland
City of Pensacola
City of Plant City
City of Plantation
City of Punta Gorda
City of Sarasota
City of Sebring
City of St. Petersburg
City of Tallahassee
City of Tamarac
City of Temple Terrace
City of Titusville
City of Venice
City of West Melbourne
City of Winter Park
City of Sunrise
City of Zephyrhills
Alachua County
Bay County
Brevard County
Charlotte County
Citrus County

DeSoto County
Escambia County
Flagler County
Gulf County
Hardee County
Hernando County
Highlands County
Hillsborough County
Lake County
Leon County
Manatee County
Martin County
Miami-Dade County
Miami Shores Village
Monroe County
Okaloosa County
Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Santa Rosa County
Sarasota County
Seminole County
Wakulla County
Town of Cutler Bay
Town of Davie
Town of Jupiter
Town of Lade Lake
Town of Lake Park
Town of Longboat Key
Town of Medley
Town of Palm Beach
Town of Ponce Inlet
Town of Orange Park
Village of North Palm Beach
Village of Pinecrest
Alachua County Sheriff's Office

Bay County Sheriff's Office
Clay County Sheriff's Office
Flagler County Sheriff's Office
Lake County Sheriff's Office
Leon County Sheriff's Office
Manatee County Sheriff's Office
Monroe County Sheriff's Office
Nassau County Sheriff's Office
Okaloosa County Sheriff's Office
Pasco County Sheriff's Office
Volusia County Sheriff's Office
Walton County Sheriff's Office
Florida Sheriff's Association
Florida Association of Counties
Florida League of Cities
FL Association of Clerks/
Comptrollers
FL Public Human
Resource Association
Board of Bar Examiners
The Florida Bar
Hillsborough County Clerk of
Court/Comptrollers
Ft. Pierce Utilities Authority
Keys Energy Services
Kissimmee Utility Authority
Utilities Commission of
New Smyrna Beach
Florida Keys Aqueduct Authority
Sarasota Bay Estuary Program
Toho Water Authority
Tampa Bay Water
Peace River Manasota Reg.
Water Supply Auth.
St. Johns River Water
Management District
Southwest Florida Water
Management District

South Florida Water Management District
Loxahatchee River District
Okaloosa Gas District
Lake Apopka Gas District
Solid Waste Authority of
Palm Beach County
CareerSource Pinellas
CareerSource Northeast Florida
Worknet Pinellas
Association for Institutional Research
Florida Telecommunications Relay, Inc.
Orange County Library System
Pinellas Housing Authority
Manatee County Clerk's Office
Gadsden County Property
Appraiser's Office
Brevard County Property
Appraiser's Office
Monroe County Property
Appraiser's Office
Brevard County Tax Collector
Flagler County Tax Collector
Palm Beach County Tax Collector
Highlands County Clerk of Circuit Court
Leon County Clerk of Circuit Court
Health Care District of
Palm Beach County
Hillsborough Area Transit Authority
Orlando-Orange County
Expressway Authority
Sarasota-Manatee County Airport
Northwest Florida Beaches
International Airport

PROJECT APPROACH

STEP ①

PROJECT INITIATION

- Introduce team members
- Finalize project planning
- Finalize work plan
- Establish communication schedule
- Collect data

STEP ②

OUTREACH & EMPLOYEE PARTICIPATION

- Conduct employee orientation sessions
- Conduct focus groups
- Interview department heads
- Administer JATs and MITs Perform job analysis
- Make FLSA determinations
- Analyze results

PROJECT APPROACH

STEP ③

JOB CLASSIFICATION ANALYSIS

- Review work performed by classifications
- Develop classification structure based on JAT scores
- Evaluate and build projected classification plan
- Develop internal job classification hierarchies
- Validate internal equity
- Make FLSA determinations

STEP ④

CONDUCT MARKET & BENEFITS SALARY SURVEY

- Identify the 100 benchmark positions and 20 peer organizations
- Conduct a labor market salary survey
- Conduct a benefits survey
- Collect and analyze market salary & benefits data
- Prepare draft summary of the City's market position

PROJECT APPROACH

STEP ⑤

SOLUTION ANALYSIS & DEVELOPMENT

- Conduct compensation analysis
- Develop new/revised pay grades and ranges
- Slot classifications into pay plans
- Conduct solution analysis

STEP ⑥

FINALIZE PROJECT

- Develop draft/final reports
- Present final report to the City Commission
- Develop a communication plan
- Develop recommendations for the continued administration of plans
- Update job descriptions
- Provide training

PROJECT TIMELINE

Evergreen Solutions possesses the staff, skills, and tools to conduct the Compensation and Benefits Study for the City of New Smyrna Beach in approximately...

4.5 MONTHS
from the execution of a contract.

(Our timeline can be modified in any way to best meet the City's needs)

PROJECT TEAM

Dr. Jeff Ling - President of Evergreen and the Director of the firm's human resource practice.

Certified Compensation Professional with more than 25 years HR consulting experience.

Co-founded Evergreen in 2004.

Mr. Mark Holcombe – Project Manager with more than 10 years of management and consulting experience. A certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP).

Has directed more than 150 local gov't HR projects with Evergreen.

Mr. Rob Williamson – Project Manager with more than 20 years of proven leadership in the private and public sector.

Has been a business owner, CEO of a mid-sized water/wastewater treatment utility, County Commissioner, and Manager of the Florida Association of Counties' 23-county insurance trust.

PROJECT TEAM

Mr. Karl Fuchs – Senior Consultant with over 25 years of public sector experience, specializing in human resources, organizational design, and performance management. Former local government HR Director.

Has a Juris Master in Employment Law and HR Risk Management from FSU, College of Law.

Mr. Peter Backhaus - Senior Consultant who specializes in salary benchmarking, pay plan design, and public safety markets.

Has a Bachelor's of Science in Economics with Minors in Sociology and Communication.

Ms. Tara Tabachnik - Consultant who began her career with Evergreen as a Junior Analyst and has since developed exceptional skills and knowledge in Human Resources consulting that she applies in her current role.

She has taken the lead role in collecting and analyzing salary/benefits survey data.

WHAT SETS US APART?

Unparalleled experience in conducting compensation and benefits studies for local governments throughout the country

Nationally recognized knowledge of and experience with local government operations

An experienced collaborative and professional team

WHAT SETS US APART?

Real world methodology that is industry standard.

Tested tools for knowledge transfer.

QUESTIONS FROM EVALUATION COMMITTEE

Thank You!

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

850-383-0111

850-383-1511

jeff@consultevergreen.com

www.ConsultEvergreen.com

2528 Barrington Circle, Unit 201
Tallahassee, Florida 32308

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

March 11, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Ms. Vivian:

Evergreen Solutions, LLC is pleased to submit this letter proposal to clarify our fee to conduct the Compensation and Classification Study for the City of New Smyrna Beach. Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 4** of our proposal is **$35,500**. Any work outside of the scope of work would be billed at $150 per hour or would be negotiated with the City depending on the type of work being requested.

We would love the opportunity to again work with the City of New Smyrna Beach. If you have any questions, please feel free to contact me at (850) 383-0111, or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

CITY OF NEW SMYRNA BEACH

Practice Overview & Proposal Discussion

Gallagher Benefit Services
Talent: Compensation & Rewards
Public Sector & Higher Education Practice

Proposal Overview

The ability to deliver comprehensively structured human capital solutions to clients is Gallagher's signature in the marketplace. At Gallagher, we want to know what makes your organization unique. We listen intently to learn about your culture and priorities, and delve deeply into all the details that matter when balancing human capital needs with your bottom line. This single-minded focus on excellence — characterized by innovation and creativity — is the driving force behind every Gallagher engagement.

Timeline:
Up to 5 months

Scope:
Compensation Benchmarking & Analysis, Classification Review & Framework Development, Pay Structure Development, Implementation Costing & Analysis

Our approach is designed to provide the most value to **the City of New Smyrna Beach** through analysis, data provision, understanding of the organization, and providing resources to support decision-making, *including, but not limited to*:

- Job Documentation Review
- Internal Equity Review & Compression Analysis
- Market Comparison & Salary Structure Development
- Implementation Analysis & Costing
- Job Evaluation
- Custom Surveys & NBS Data Review (as appropriate)
- HR Staff Training
- Final Report & Presentation

Practice Background

Gallagher's Public Sector and Higher Education practice is committed to serving and partnering with organizations in the public space, providing insights based on national and international experience for nearly 40 years, with practice members having served as practitioners, internal consultants, leadership, and in executive roles in organizations of all sizes across the sectors we serve.

Office locations are **NATIONWIDE**

In-depth understanding of **PUBLIC SECTOR** environments

Documented experience with **FLORIDA** organizations

Practical and realistic solutions for people strategies and HR issues, *including, but not limited to*:

- Compensation Benchmarking & Structure Development
- Classification & Career Framework Design
- Executive Comp & Assessment
- Strategic Planning
- Performance Management
- Succession Planning
- Org Effectiveness & Design
- Job Evaluation
- Pay Equity
- Span of Control

Gallagher

Our Approach



Clarify Scope & Data Discovery

Ongoing Status Meetings

Document Project Details

Outlining & QA

Ongoing Communication

Gallagher

Our Approach

Follow the Federal Trade Commission and the U.S. Department of Labor guidelines as applicable

Follow guidelines for job matching

(i.e., significant matches)

Follow professionally accepted guidelines for defining labor markets

Published sources utilized must meet specific criteria (reputable, not self-reported, conducted on a continual basis, etc.)

Use trend factors from either the U.S. Department of Labor data or WorldatWork surveys

ERI, a third party resource, is used to identify geographic differentials

Benchmarking
(non-unique, comparable, representative of the employee population/functional areas/levels, highly populated, hard-to-recruit)

Methodology: Applications of Comp Philosophy



Methodology: Leveraging Surveys

We aim to compile current, accurate data on competitive pay levels in your labor market. To achieve this, we use published surveys and custom surveys. For the City of New Smyrna Beach, the custom survey would also tap into benefits information for benchmarking purposes.

PUBLISHED SURVEYS

Comprehensive compilation of salary and salary range data, utilizing multiple sources of survey data from legitimate sources.

- We maintain a large library of published and electronic surveys.
- Job-by-job data analysis is specific to location, organizational size, and industry.
- Trend research is also available.

CUSTOM SURVEYS

Specialized, focused surveys of specified organizations in a particular industry and/or location, usually to obtain pay data on industry-specific or rarely surveyed jobs.

- May also include pay practices research.
- Will include benefits questions.

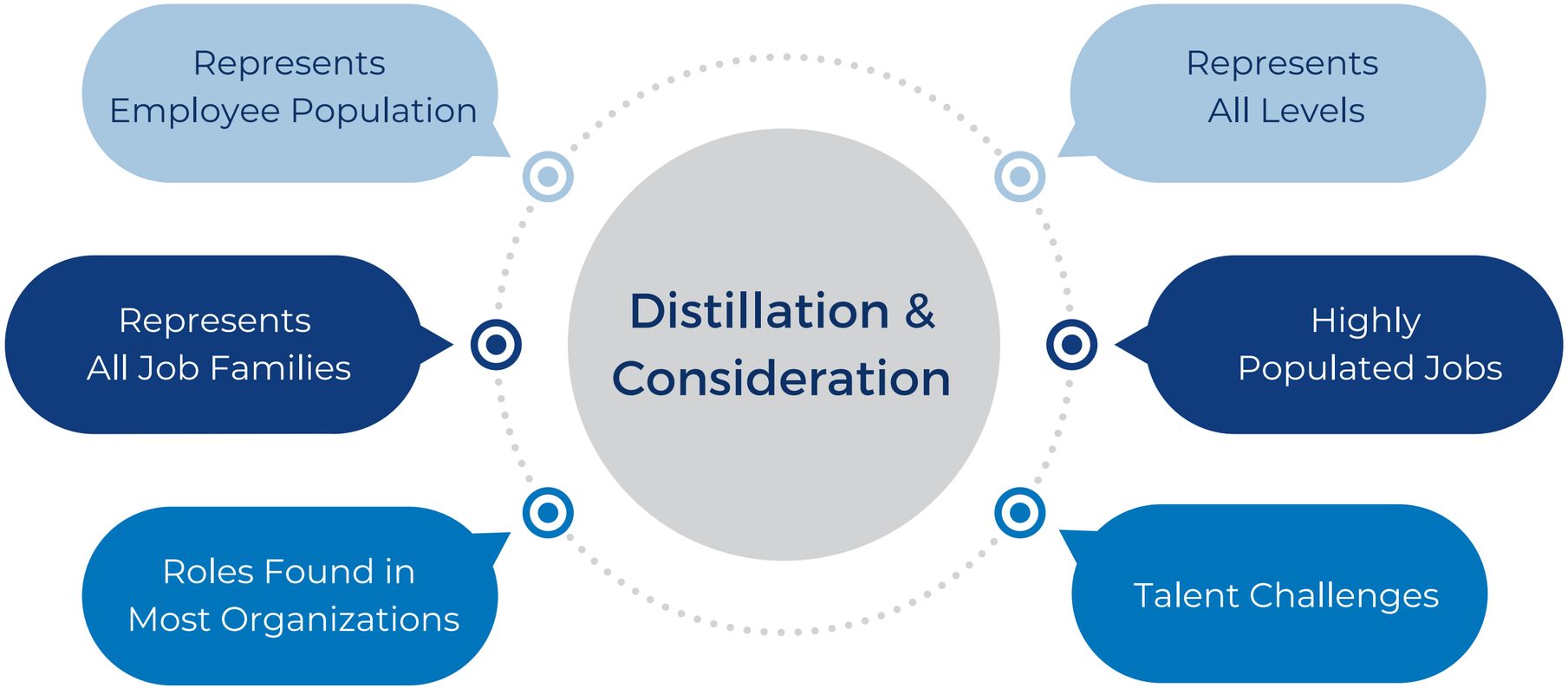
Note: Gallagher conducts the nation's largest benefits benchmarking survey, the NBS.
This data will be used to supplement benefits data collected during the custom survey for additional benchmarking.

Methodology: Peer Group/Labor Markets

Type of Organization (e.g. Public vs. Private)	Size of Organization	Geographic Location
Breadth & Type of Services	Aspirational Organizations	Organizations to who talent is recruited from / lost

Other Key Factors identified

Methodology: Benchmark Selection



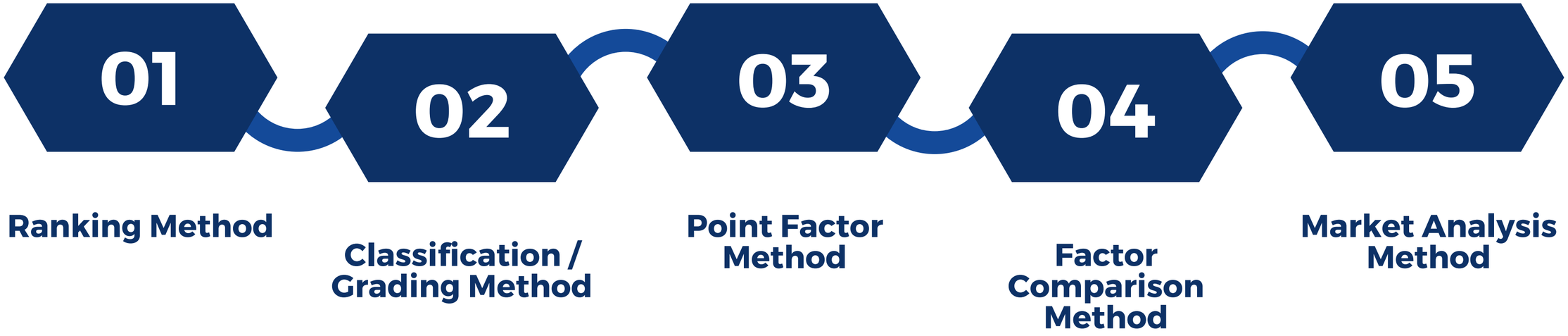
Methodology: Collecting Job Data

Based on our understanding of your goals for this project, we recognize the need for multiple methods of collecting job information.

With the objective of collecting information for **all positions**, varied approaches are recommended to achieve the project timeline.

- Interviews
- Occupational panels
- Review of job descriptions

Methodology: Five Approaches to Job Evaluation



Methodology: Guiding Principles to Job Evals



Principle #1

Internally Sustainable & Maintainable

Principle #2

Easily Communicated

Principle #3

Defensible

Collection & Treatment of Data

Gallagher will perform the following steps on collected data…

Data Security: All information between Gallagher and our client partners is done via a secure file-sharing tool that is designed to protect PHI/PII and other personnel details.

Data Review: Review job matches based on descriptions, perform statistical outlier analysis.

Data Aging: Data collected will be adjusted to implementation date based on budget trend reports.

Geo Adjustments: All data will be adjusted geographically to reflect the “cost of labor” for the local area as calculated by the Economic Research Institute (ERI), as appropriate.



Deliverables

Employee & Stakeholder Communications: Facilitated project overview discussions

Compensation Philosophy: Refreshed or clarified organizational approach to market, pay, and associated factors

Benchmark Summary: Data set of market information by role level and person level, to include implementation costing. Custom survey data on compensation and benefits

Salary Structure: Updated salary structure based on data and organizational feedback

Classification Review, Structure Development & Job Evaluations: Confirm evaluation approach and evaluate benchmark roles. Conduct interviews, occupational panels, and other job data gathering methods to understand all positions

Tools and Resources: Training to key stakeholders

Presentation & Report: Develop stakeholder presentation and final written report(s)



THANK YOU

Gallagher Benefit Services
Talent: Compensation & Rewards
Public Sector & Higher Education Practice

Compensation Study
Presentation



March 11, 2025

MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC
PREPARING FOR TOMORROW, TODAY...

MAG Experience for Success

- The Principals of MAG International, Inc. have a proven track record in providing in-depth management and human resource consulting services for over 25 years in more than 40 states.

- Our clients include cities and counties, state agencies, municipal utilities, special taxing districts, special purpose agencies, school districts, tribal nations and numerous other types of governmental organizations nationally.

- MAG has completed over 133 studies for Florida clients in recent years. A partial list of MAG clients is provided under separate email.

- MAG principals have completed over 600 similar studies in local government organization ranging from Michigan to Florida and west to Texas and in all states in between.

Facilitators for Success

- **Dr. Russell Campbell**, **Senior Vice President**– more than 20 years of public sector experience in human resource management, organizational development, and strategic planning. Served as HR Director for a South Carolina community and State-wide Director for two national consulting firms and has directed hundreds of studies in the areas of management and operational reviews as well as compensation and classification.



- **Steve Foster, Senior Consultant –** a retired military veteran who brings years of detailed project management skills to public sector projects. Extensive experience in market and benefits analysis as well as with on-site support. Mr. Foster maintains an active and extensive data base of benefits and supplements provided to local government agencies, special districts and schools.



- **Dr. Donald Long, Ph.D. President,** founding partner, with extensive experience in classification and compensation. Over 250 compensation and management studies completed for public sector agencies. Served as an Assistant City Manager for a Florida community and taught HR and finance at Master's level for years as a professor at Florida Atlantic University.



- **Trista Coyne, Senior Consultant** – has over 20 years of experience in both private sector and public sector serving as the Director of Human resources for a large technology company. She has created compensation structures, led work efforts in training and development, and applies extensive knowledge of recruitment, retention, and employee engagement strategies. She has contributed to many successful MAG projects.



u

Facilitators for Success

- **Deirdre Kyle, Senior Consultant –** brings 20 plus years of public and private sector operational management and has worked on MAG projects since 1998. She leads MAG's efforts in data analysis and job/class description preparation. **Ms. Kyle's offices are in Wellington, Florida.**



- **Carolyn Long**, Executive Vice President, CPC, founding partner – hundreds of pay equity, compensation philosophy and policy development studies for cities, counties, boards and authorities. Served as Assistant to the City Manager/HR Manager for local Florida community prior to joining FAU as Director of Government of Career Development Programs. Ms. Long is recognized by Federal District Court as an expert witness in compensation, classification and pay equity. Served as project director for more than 300 HR management studies.



- **Tracy O'Shields, M.S., Administrative Services Director** – with 25 years of business experience, she has provided administrative, marketing, and market/benefits survey work on scores of MAG projects.



- **Rita Haugabrook, M.A., PHR, SHRM- CP, Senior Advisor –** brings over 20 years of experience in HR consulting including state, city and municipalities. Comprehensive Management, Performance, Efficiency Reviews, Organizational Assessments, Human Resources Reviews, Operational and Equity Audits and Strategic Planning. Ms. Haugabrook has recognized experience in benefits comparison as well as compensation plan structure analysis. She has a Master's Degree from Florida State University and an **office located in Tampa metro area.**



Project Scope – Compensation

- Review all job titles (market survey for approximately 150 job class titles with approximately 323 full-time employees; the City has two unions which represent 35% of the work force).
- Provide an opportunity for all employees to complete a web-based Job Profile Questionnaire (JPQ)
- Review current classification grading methodology, internal hierarchy and grade placements of all job titles.
- Ensure benefits are at a competitive level.
- Review pay structures for external competitiveness and pay for internal equity
- Update class descriptions.

Project Scope – Compensation...Cont.

- Analyze current compensation and benefit structures. Conduct market survey to gather data on compensation from peers and competitors on compensation & benefits. Benchmark 150 job titles as a foundation to understand compensation structure, internal relationships and job leveling.

- Analyze current classifications for identification of potential issues such as compression, inversions, salary growth, internal/external equity.

- Evaluate the current pay grade/step plan and provide an assessment and recommendations for improvement (structure);

Project Scope – Compensation...Cont.

- Recommend implementation strategies, including calculating the cost of implementing the plan.
- Propose strategies to help position the City compensation structure to remain competitive over time.
- Provide a tool for updating and maintaining job specifications, compensation and benefits regularly with a focus on reacting to market changes and equity adjustments.
- Recognize the unique position and challenges of a full-service City serving a growing and active waterfront community of 35,000.

Steps to Success - Timeline

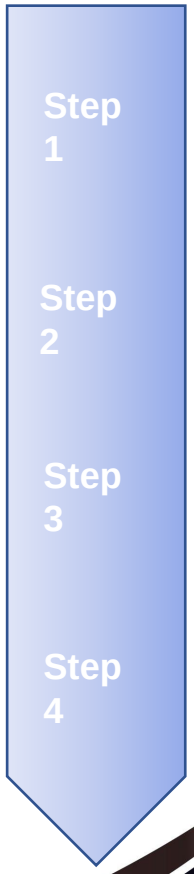
MAG will work with New Smyrna Beach to establish a time-line that will be compatible with the budget cycle and general City needs. The Steps listed below are not always consecutive and some will overlap.

Step 1 - **Project Initiation** – Meet with HR staff and top management to finalize goals, objectives and timeline. Gather employee and organizational data needed for project

Step 2 – **Employee Communication** – Conduct employee information/orientation meetings to communicate process.

Step 3 – **Classification Plan Review/Development** – Review/analyze the City's current classification and compensation system and evaluate in relation to job information gathered from current job descriptions. Recommend updated classification structure based on objective job profiles created from SME input, thus ensuring equitable internal relationships

Step 4 – **Market Salary Survey** – Collaborate with HR to identify relevant labor market peer and competitor organizations and survey benchmark class titles. Analyze/evaluate survey results and/or published data to facilitate developing a compensation structure that ensures a competitive status in the local market.



Steps to Success

Step 5 – Develop Proposed Compensation & Classification Plan – Integrate the results of Steps 3 and 4 to create a classification/compensation structure that maximizes equitable internal relationships and facilitates establishing and maintaining the Town's ability to attract and retain highly skilled employees; establishes job placement based in direct input from employees, immediate supervisors and departmental leadership

Step 6 – Preliminary Analysis Results/Recommendations – Submit preliminary analysis results/recommendations to HR for technical review. Review results with project team, and Leadership to identify issues and obtain pertinent information not available through the JAQ and market survey processes; prepare up to date descriptions

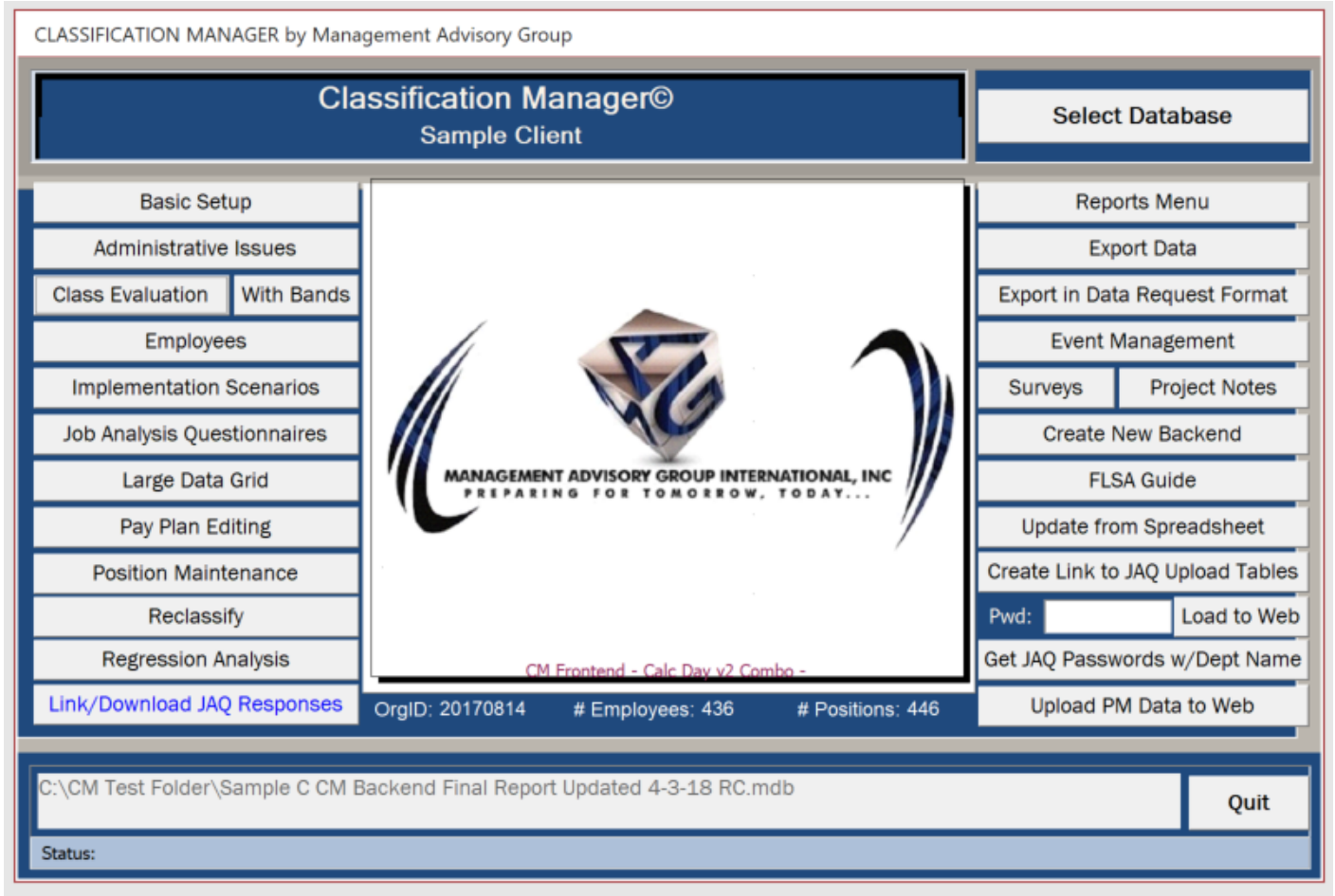
Step 7 – Presentation of Final Results/Recommendations – Present analysis results/recommendations for an updated classification/compensation structure ensuring equitable internal relationships and market competitiveness to governing body for adoption/implementation. Transfer of training material and capacity building within the City for appropriate staff.



Timeline for Success

Sample	Project Phases and Timeline					
Phase Name	**Mar**	**April**	**May**	**June**	**July**	**Aug**
Phase I: Project Initiation:						
Phase II: Review Data						
Phase III: Market Comparison						
Phase IV: Classification Plan Review						
Phase VI: Develop Updated Pay Plan						
Phase VII: Draft Project Report						
Phase VIII: Submit Final Project Report						
Phase IX: Data and Capacity Transfer						

Software Solutions- Classification Manager



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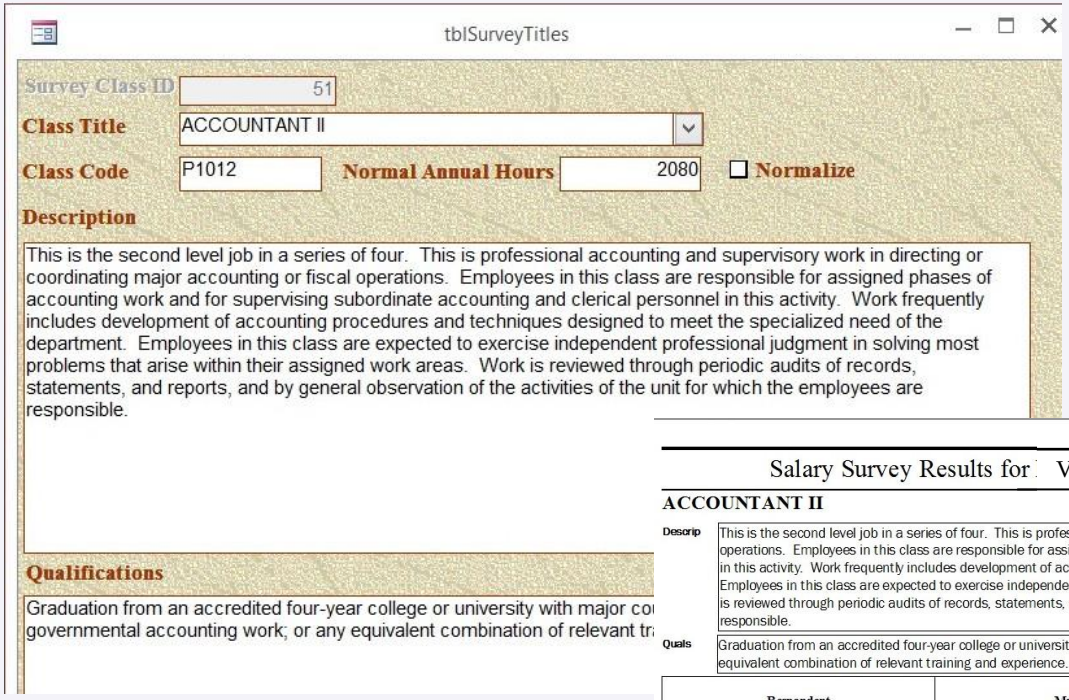
Job Factors

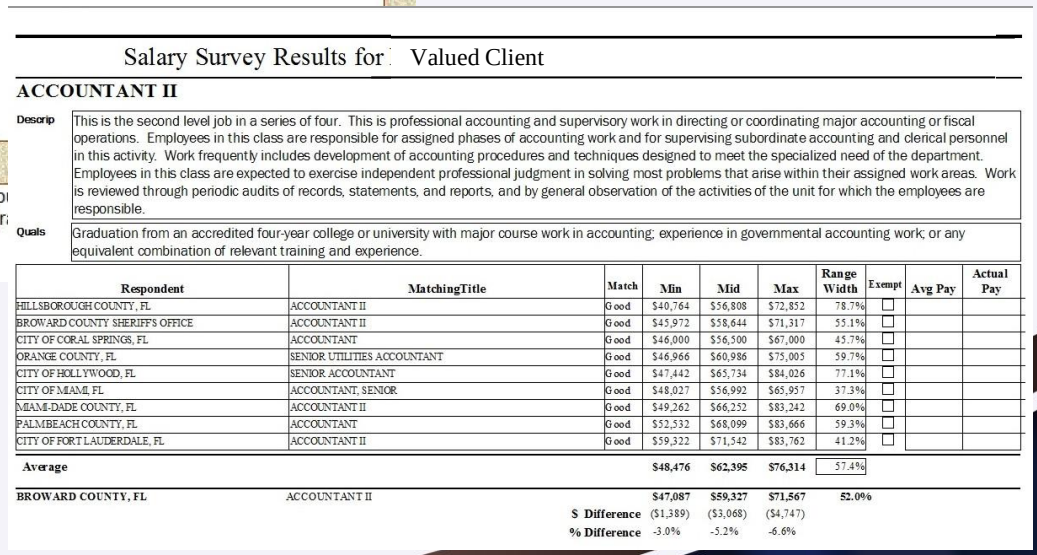
- Data Responsibility
- Judgment
- People Responsibility
- Complexity of Work
- Assets Responsibility
- Impact of Decisions
- Education

- Equipment Usage
- Physical Demands
- Communications
- Math
- Unavoidable Hazards
- Safety of Others
- Experience

Software Solutions – Market Manager©…

Market Manager© lets you see exactly how your compensation structure compares to the identified peer/competitor organizations.





Salary Survey Results for Valued Client

ACCOUNTANT II

Descrip This is the second level job in a series of four. This is professional accounting and supervisory work in directing or coordinating major accounting or fiscal operations. Employees in this class are responsible for assigned phases of accounting work and for supervising subordinate accounting and clerical personnel in this activity. Work frequently includes development of accounting procedures and techniques designed to meet the specialized need of the department. Employees in this class are expected to exercise independent professional judgment in solving most problems that arise within their assigned work areas. Work is reviewed through periodic audits of records, statements, and reports, and by general observation of the activities of the unit for which the employees are responsible.

Quals Graduation from an accredited four-year college or university with major course work in accounting; experience in governmental accounting work; or any equivalent combination of relevant training and experience.

Respondent	MatchingTitle	Match	Min	Mid	Max	Range Width	Exempt	Avg Pay	Actual Pay
HILLSBOROUGH COUNTY, FL	ACCOUNTANT II	Good	$40,764	$56,808	$72,852	78.7%	☐		
BROWARD COUNTY SHERIFF'S OFFICE	ACCOUNTANT II	Good	$45,972	$58,644	$71,317	55.1%	☐		
CITY OF CORAL SPRINGS, FL	ACCOUNTANT	Good	$46,000	$56,500	$67,000	45.7%	☐		
ORANGE COUNTY, FL	SENIOR UTILITIES ACCOUNTANT	Good	$46,966	$60,986	$75,005	59.7%	☐		
CITY OF HOLLYWOOD, FL	SENIOR ACCOUNTANT	Good	$47,442	$65,734	$84,026	77.1%	☐		
CITY OF MIAMI, FL	ACCOUNTANT, SENIOR	Good	$48,027	$56,992	$65,957	37.3%	☐		
MIAMI-DADE COUNTY, FL	ACCOUNTANT II	Good	$49,262	$66,252	$83,242	69.0%	☐		
PALMBEACH COUNTY, FL	ACCOUNTANT	Good	$52,532	$68,099	$83,666	59.3%	☐		
CITY OF FORT LAUDERDALE, FL	ACCOUNTANT II	Good	$59,322	$71,542	$83,762	41.2%	☐		
Average			**$48,476**	**$62,395**	**$76,314**	57.4%			
BROWARD COUNTY, FL	ACCOUNTANT II		**$47,087**	**$59,327**	**$71,567**	**52.0%**			
		$ Difference	($1,389)	($3,068)	($4,747)				
		% Difference	-3.0%	-5.2%	-6.6%				

Proposed Pay Plan:

DRAFT

Proposed Pay Plans

Large Client Sample

	Code	Proposed Class Title	Ann Min		Ann Max	Hrly Min		Hrly Max
Unified						#Positions	#EEs	
101			$18,333	$22,000	$29,260	$8.81	$10.58	$14.07
	Z5521	SCHOOL CROSSING GUARD				0	0	
103			$21,186	$25,424	$33,814	$10.19	$12.22	$16.26
	W4007	LIBRARY AIDE				241	241	
	W9615	Recreation Aide				26	26	
	Z4123	STUDENT SEASONAL LIFEGUARD				144	144	
	Z5000	Student Worker				200	200	
105			$24,484	$29,380	$39,076	$11.77	$14.13	$18.79
	B4106	CONCESSION ATTENDANT				12	12	
	B7505	Custodian				33	33	
106			$26,320	$31,584	$42,007	$12.65	$15.18	$20.20
	W6395	Driver				8	8	
	B7541	GROUNDSKEEPER				48	48	
	B4181	RANGE ATTENDANT				28	28	
	B5505	Security Guard				18	18	
	B4154	Stable Attendant				8	8	
107			$28,294	$33,953	$45,157	$13.60	$16.32	$21.71
	B7111	BRIDGETENDER				18	18	
	B6430	Cook				8	8	
	W3105	Data Aide				5	5	
	B7515	Maintenance Worker				181	181	
	B6403	Mosquito Control Inspector				7	7	
	B4103	Park Aide				86	86	
	B0203	Print Shop Assistant				1	1	
	W3151	Survey Technician				4	4	
	B7931	WEIGHSTATION OPERATOR				2	2	

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Step Table – can be optional for some or all pay plans

Step Table:»

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
301	61,947	63,217	64,513	65,835	67,185	68,562	69,968	71,402	72,866	74,359	75,884	77,439	79,027	80,647	82,300	83,987	85,709	87,466	89,259	91,089
302	65,044	66,377	67,738	69,127	70,544	71,990	73,466	74,972	76,509	78,077	79,678	81,311	82,978	84,679	86,415	88,187	89,995	91,839	93,722	95,643
303	68,296	69,696	71,125	72,583	74,071	75,590	77,139	78,721	80,334	81,981	83,662	85,377	87,127	88,913	90,736	92,596	94,494	96,431	98,408	100,426
304	71,711	73,181	74,681	76,212	77,775	79,369	80,996	82,657	84,351	86,080	87,845	89,646	91,483	93,359	95,273	97,226	99,219	101,253	103,329	105,447
305	75,297	76,840	78,415	80,023	81,663	83,338	85,046	86,789	88,569	90,384	92,237	94,128	96,058	98,027	100,036	102,087	104,180	106,316	108,495	110,719
306	79,061	80,682	82,336	84,024	85,747	87,504	89,298	91,129	92,997	94,903	96,849	98,834	100,861	102,928	105,038	107,191	109,389	111,631	113,920	116,255
307	83,015	84,716	86,453	88,225	90,034	91,880	93,763	95,685	97,647	99,649	101,691	103,776	105,904	108,075	110,290	112,551	114,858	117,213	119,616	122,068
308	87,165	88,952	90,776	92,637	94,536	96,474	98,451	100,470	102,529	104,631	106,776	108,965	111,199	113,478	115,805	118,179	120,601	123,074	125,597	128,171

Implementation Report Detail: totally equity based

DRAFT

Large Client Sample Implementation Report

Proposed Pay Plan Unified

Dep't Name: Aviation Dep't Code: 400

Unit Name: Aviation Unit Code: 300

Original / Proposed	Class Title	Class Code	Grade Min	Grade Mkt	Grade Max	Step #	Step	FTE Duty	Experience Hire Date / Exper.Date	Experience Promotion / Days All'd	Salary	Adjustments Flat % / Min	Adjustments Mkt / Max	Adjustments Step / OrgExp	Adjustments % Chg / Asgn	Compa Ratio	Position # / Employee Name
CONTRACT/GRANT ADMN III		P2356	47,087	59,327	71,567	P170		1.000	04/16/2007	01/09/2012	49,470			0	36.73%	83.39%	01294
Contract/Grant Administrator, Senior		P2352	62,688	75,226	100,050	118	0	260	01/10/2012	1452	67,642	13,218	4,954	0	0		EDWARDS, DANIELLE
CONTRACT/GRANT ADMN III		P2356	47,087	59,327	71,567	P170		1.000	12/27/1994	11/28/2010	53,961			0	27.93%	90.96%	07951
Contract/Grant Administrator, Senior		P2352	62,688	75,226	100,050	118	0	260	11/29/2010	1859	69,031	8,727	6,343	0	0		REGISTE, IGERE
HUMAN RESOURCES OFFICER		N2317	60,856	79,175	97,494	N018		1.000	09/18/2000	04/28/2014	77,219			0	0.00%	97.53%	07952
HUMAN RESOURCES OFFICER		N2317	62,688	75,226	100,050	118	0	260	03/19/2014	653	77,219	0	0	0	0		BRUCE, DEBORAH
SPECIAL PROJ COORD IV		N2364	52,641	68,352	84,062	N016		1.000	06/18/2003	09/13/2015	55,460			0	13.70%	81.14%	10149
Program/Project Coordinator, Senior		N2353	62,688	75,226	100,050	118	0	260	09/14/2015	109	63,060	7,228	372	0	0		DRISCOLL, SEAN
SPECIAL PROJ COORD IV		N2364	52,641	68,352	84,062	N016		1.000	09/26/2005	02/15/2015	54,220			0	17.63%	79.33%	05217
Program/Project Coordinator, Senior		N2353	62,688	75,226	100,050	118	0	260	02/16/2015	319	63,777	8,468	1,088	0	0		FORESTER, LISA
SPECIAL PROJ COORD IV		N2364	52,641	68,352	84,062	N016		1.000	05/10/2006	10/11/2015	58,457			0	7.71%	85.52%	01077
Program/Project Coordinator, Senior		N2353	62,688	75,226	100,050	118	0	260	10/12/2015	81	62,965	4,232	276	0	0		WILLMAN, KAROLYNN
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	08/28/2006	09/30/2013	52,624			0	15.77%	79.90%	07939
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	10/01/2013	822	60,924	5,691	2,609	0	0		ADDERLEY, DWAYNE
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	03/01/2015	03/01/2015	51,340			0	15.47%	77.95%	05617
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	03/02/2015	305	59,283	6,974	968	0	0		ALVERO, JASON
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	02/27/2006	07/07/2013	52,624			0	30.89%	79.90%	06870
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	11/21/2006	3328	68,878	5,691	10,563	0	0		BARNHART, HEATHER
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	02/14/2000	03/09/2008	52,624			0	28.02%	79.90%	05435
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	03/10/2008	2853	67,370	5,691	9,055	0	0		BRAUN, ROY
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	08/27/2002	08/27/2002	62,752			0	17.58%	95.28%	00428
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	08/28/2002	4874	73,785	0	11,033	0	0		CATALFAMO, ANGELA
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	11/07/1994	10/21/2007	52,624			0	28.87%	79.90%	10161
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	10/22/2007	2993	67,814	5,691	9,500	0	0		CHAVEZ, MANUEL
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	01/03/2006	12/12/2010	52,624			0	21.94%	79.90%	07534
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	12/13/2010	1845	64,171	5,691	5,856	0	0		CHERY, GUERDIE
AIRPORT OPER SUPERVISOR		X7728	50,088	65,863	81,639	X600		1.000	05/19/1996	12/26/2010	52,624			0	21.86%	79.90%	05619
AIRPORT OPERATIONS SUPERVISOR		X7728	58,315	69,977	93,070	117	0	260	12/27/2010	1831	64,126	5,691	5,812	0	0		COPPING, TERENCE

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Implementation Cost Summary:

Large Client Sample Implementation Report

DRAFT

Summary for Large Client Sample

Current Payroll	$247,796,766	# Positions	5,148	
Flat 0% Adjustment	$0	# Positions Adjusted (any type)	2,387	# Not Adj 2,761
Adjustment To Minimum	$3,765,123	# Adjusted To Minimum	1,219	
Adjustment Toward Mkt	$0	# Adjusted Toward Market	0	
Adjustment Toward Maximum	$8,134,515	# Adjusted Toward Maximum	2,385	
Adjustment To Step	$0	# Adjusted To Step	0	
OrgExp Adjustment	$0	# OrgExp Adjustments	0	
Stipends / Supplements	$0	# Assignment	0	
Total Applied Adjustments	$11,899,638			
Proposed Payroll	$259,696,404	% Change in Total Payroll	4.80%	
FICA Rate: 0				
Proposed Payroll plus FICA	$259,696,404			

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What Sets MAG Apart…

- Excellent references in the southeast, with two senior staff with offices in Florida.
- Extensive experience with municipal government functions.
- We communicate extensively with supervisors and employees.
- MAG's tools and software are the most advanced in the field.
- MAG provides at no cost our custom desktop App, **Job Classification Tool©**
- You receive customized attention and reports.
- You can be assured of accuracy, timeliness and supportable reports.
- MAG will provide all follow up services; most are provided for the first year at no additional cost. MAG's cost for services is $36,750 with no hidden fees.



Any Questions?



New Smyrna Beach
Compensation & Benefits Study
RFP # 08-25-HR

Presented by:
John Muller, SPHR, SHRM-SCP
Kristen Biazar, IPMA-CP, CLRP

March 11, 2025

Governmental Compensation Experience

- **Public sector is industry specialty** which will allow the city to leverage our extensive knowledge and understanding of your unique needs. Gehring Group's proposed team has extensive prior human resources experience working directly for the public sector at the local city government, sheriffs' office, and county constitutional levels; therefore, our team understands your environment and culture. In addition, our team has an existing relationships with several public entities as their benefits broker.

- **Extensive hands-on knowledge of public sector employment practices.** The team dedicated to this project has conducted comprehensive compensation and benefits studies as human resources professionals working directly for public sector entities. This includes FLSA wage and hour position compliance, developing job descriptions and career pathing, creating competitive step plans, gender equity audit, addressing internal equity, and policy development relating to hiring, promotions, demotions, transfers etc.

Our Team

- John Muller, SPHR, SHRM-CP – Sr. Director, Human Capital Advisory Services
  - Engagement Manager
- Kristen Biazar, MPA, IPMA-CP, CLRP – Senior HR & Risk Services Consultant
  - Lead Consultant
- Additional Support
  - Tenured group of analysts with specific experience in developing and analyzing public sector compensation, classification, and all aspects of employee benefits programs.

Overview of Project Scope

- Overall goal is to present recommendations for a compensation structure that best fits the needs of the City.
- Recommendations to include:
  - Evaluate and validate current pay structure after agreeing on pay philosophy
  - Benchmark positions against at least 12-15 entities
  - Ensure job families and positions are competitive in regional market and suggest adjustments to structure
  - Offer trends and methodologies in compensation best practices
  - Provide multiple cost option scenarios

Project Timeline



Methodology

- **Project Planning**
  - Discuss scope of project, milestones, and deliverables
  - Discuss business goals, objectives, and organizational needs
  - Discuss budget available for suggested adjustment for the compensation and classification study
  - Discuss and review peer agencies used in the study
  - Review Gehring Group's method of data collection
  - Discuss communication strategies for project commencement, regular updates, and final completion
- **Review Current Program**
  - Discuss data on current pay program requested
    - Pay Grades
    - Job Classifications
    - Pay Increase History
    - Compression
  - Review pay policy documents

Methodology

- **Leadership/Management Discovery**
  - Pay challenges, strengths, and weaknesses
  - Talent pool considerations/obstacles
  - Competitors in job market
- **Job/Organization Audit**
  - Job Description and classification analysis
    - Job Assessment Tool
    - Confirm correct roles and responsibilities
    - Identify staffing gaps and future staffing needs
    - Develop a plan to address staffing needs going forward and implementation strategy
  - Review, revise, and develop job descriptions as needed
  - Ensure compliance (ADA)
  - Perform FLSA testing

Methodology

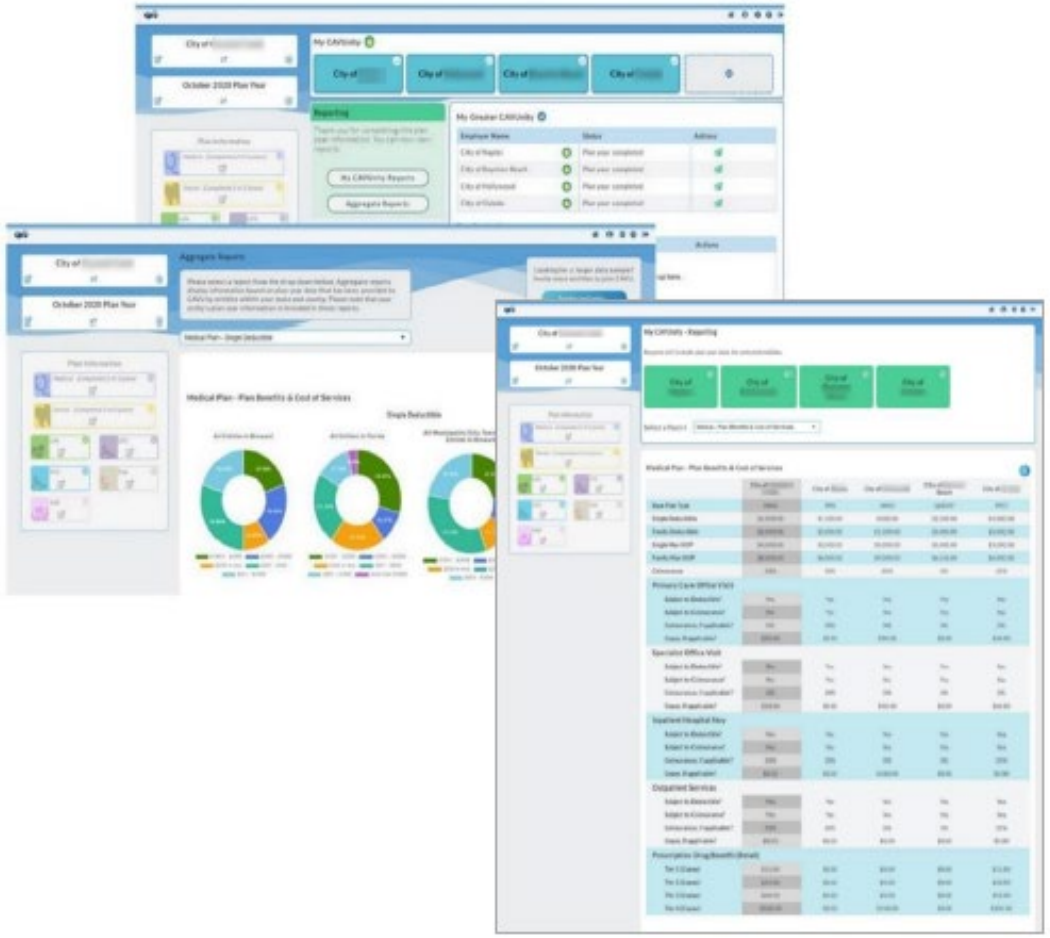
- **Conduct Market Study**
  - Finding one data source that meets all your organizations' needs is rare
  - Multiple sources to ensure the market data is accurate are used
  - Collect benefits data from comparable agencies
- **Analyze Data**
  - Based on initial meetings with staff, we will match the City compensation philosophy to regional market data
  - Data will be analyzed from various perspectives to ensure valid end results which enable us to provide multiple recommendations
- **Review findings with City Staff**
  - Review market data draft proposal
  - Define the market position in relation to base pay
  - Clarify anomalies and/or outliers
  - Discuss compression and solutions

Methodology

Pay Grade	Minimum	Midpoint	Maximum	0	1	2	3	4	5	6	7	8	9	10	12	15	20	25
Option 1				0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%	115%	120%	130%	200%
A1	$27,000	$34,560	$42,120	$27,000	$27,756	$28,512	$29,268	$30,024	$30,780	$31,536	$32,292	$33,048	$33,804	$34,560	$35,694	$36,072	$36,828	$42,120
A2	$32,000	$44,000	$56,000	$32,000	$33,200	$34,400	$35,600	$36,800	$38,000	$39,200	$40,400	$41,600	$42,800	$44,000	$45,800	$46,400	$47,600	$56,000
A3	$32,400	$40,500	$48,600	$32,400	$33,210	$34,020	$34,830	$35,640	$36,450	$37,260	$38,070	$38,880	$39,690	$40,500	$41,715	$42,120	$42,930	$48,600
A4	$34,560	$44,280	$54,000	$34,560	$35,532	$36,504	$37,476	$38,448	$39,420	$40,392	$41,364	$42,336	$43,308	$44,280	$45,738	$46,224	$47,196	$54,000
A5	$37,800	$48,060	$58,320	$37,800	$38,826	$39,852	$40,878	$41,904	$42,930	$43,956	$44,982	$46,008	$47,034	$48,060	$49,599	$50,112	$51,138	$58,320
A6	$41,040	$52,380	$63,720	$41,040	$42,174	$43,308	$44,442	$45,576	$46,710	$47,844	$48,978	$50,112	$51,246	$52,380	$54,081	$54,648	$55,782	$63,720
A7	$44,280	$56,700	$69,120	$44,280	$45,522	$46,764	$48,006	$49,248	$50,490	$51,732	$52,974	$54,216	$55,458	$56,700	$58,563	$59,184	$60,426	$69,120
A8	$48,600	$62,100	$75,600	$48,600	$49,950	$51,300	$52,650	$54,000	$55,350	$56,700	$58,050	$59,400	$60,750	$62,100	$64,125	$64,800	$66,150	$75,600
B1	$35,640	$44,820	$54,000	$35,640	$36,558	$37,476	$38,394	$39,312	$40,230	$41,148	$42,066	$42,984	$43,902	$44,820	$46,197	$46,656	$47,574	$54,000
B2	$39,960	$49,680	$59,400	$39,960	$40,932	$41,904	$42,876	$43,848	$44,820	$45,792	$46,764	$47,736	$48,708	$49,680	$51,138	$51,624	$52,596	$59,400
B3	$42,120	$52,920	$63,720	$42,120	$43,200	$44,280	$45,360	$46,440	$47,520	$48,600	$49,680	$50,760	$51,840	$52,920	$54,540	$55,080	$56,160	$63,720
B4	$44,280	$56,700	$69,120	$44,280	$45,522	$46,764	$48,006	$49,248	$50,490	$51,732	$52,974	$54,216	$55,458	$56,700	$58,563	$59,184	$60,426	$69,120
B5	$48,600	$62,100	$75,600	$48,600	$49,950	$51,300	$52,650	$54,000	$55,350	$56,700	$58,050	$59,400	$60,750	$62,100	$64,125	$64,800	$66,150	$75,600
B6	$51,840	$65,880	$79,920	$51,840	$53,244	$54,648	$56,052	$57,456	$58,860	$60,264	$61,668	$63,072	$64,476	$65,880	$67,986	$68,688	$70,092	$79,920
B7	$56,160	$71,820	$87,480	$56,160	$57,726	$59,292	$60,858	$62,424	$63,990	$65,556	$67,122	$68,688	$70,254	$71,820	$74,169	$74,952	$76,518	$87,480
B8	$61,560	$77,760	$93,960	$61,560	$63,180	$64,800	$66,420	$68,040	$69,660	$71,280	$72,900	$74,520	$76,140	$77,760	$80,190	$81,000	$82,620	$93,960
B9	$65,104	$84,552	$104,000	$65,104	$67,049	$68,994	$70,938	$72,883	$74,828	$76,773	$78,718	$80,662	$82,607	$84,552	$87,469	$88,442	$90,386	$104,000
C2	$63,551	$82,617	$101,683	$63,551	$65,458	$67,364	$69,271	$71,178	$73,084	$74,991	$76,897	$78,804	$80,711	$82,617	$85,477	$86,430	$88,337	$101,683
C3	$67,524	$87,781	$108,038	$67,524	$69,550	$71,575	$73,601	$75,627	$77,653	$79,678	$81,704	$83,730	$85,755	$87,781	$90,820	$91,833	$93,858	$108,038
C4	$71,496	$92,945	$114,394	$71,496	$73,641	$75,786	$77,931	$80,075	$82,220	$84,365	$86,510	$88,655	$90,800	$92,945	$96,162	$97,235	$99,379	$114,394
C5	$75,468	$98,108	$120,748	$75,468	$77,732	$79,996	$82,260	$84,524	$86,788	$89,052	$91,316	$93,580	$95,844	$98,108	$101,504	$102,636	$104,900	$120,748
C6	$79,439	$103,272	$127,105	$79,439	$81,823	$84,206	$86,589	$88,972	$91,356	$93,739	$96,122	$98,505	$100,889	$103,272	$106,847	$108,039	$110,422	$127,105
C7	$87,384	$113,599	$139,814	$87,384	$90,005	$92,627	$95,249	$97,870	$100,492	$103,113	$105,735	$108,356	$110,978	$113,599	$117,531	$118,842	$121,464	$139,814
C8	$95,327	$123,926	$152,525	$95,327	$98,187	$101,047	$103,907	$106,767	$109,627	$112,487	$115,347	$118,207	$121,067	$123,926	$128,216	$129,646	$132,506	$152,525
D1	$103,272	$134,254	$165,236	$103,272	$106,370	$109,468	$112,567	$115,665	$118,763	$121,861	$124,959	$128,058	$131,156	$134,254	$138,901	$140,451	$143,549	$165,236
D2	$111,216	$144,581	$177,946	$111,216	$114,552	$117,889	$121,225	$124,562	$127,898	$131,235	$134,571	$137,908	$141,244	$144,581	$149,586	$151,254	$154,590	$177,946
D3	$119,160	$154,909	$190,657	$119,160	$122,735	$126,310	$129,885	$133,459	$137,034	$140,609	$144,184	$147,759	$151,334	$154,909	$160,271	$162,058	$165,633	$190,657

RISK strategies | GEHRING GROUP A RISK STRATEGIES COI 1223

Methodology



Methodology

- **Propose Pay Plan Design Changes**
  - Based on market data and internal equity, provide proposals for new/adjusted pay grades and ranges as well as job family changes
  - Propose recommendations specific to out of pay range incumbents and impact to current employee pay
  - Recommend alternative best practices for pay
- **Discuss strategy for rolling out to employees**

Pricing

Task	Project Manager Hours	Consultant Hours	Support Team	Total Hours
Discovery Phase	10	40	-	50
Audit/Review Job Classifications	10	40	50	100
Benchmarking/Data Analysis	40	90	80	210
Create Proposal/Pay Bands	10	40	10	60
Final Report	20	10	-	30
Total Hours	90	220	140	450
Hourly Rate	$300	$150	$100	-
Travel	-	-	-	$1,000
Total Report Fees	**$27,000**	**$33,000**	**$14,000**	**$75,000**

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 08-25-HR

Compensation and Benefits Study

RESPONSE DEADLINE: February 20, 2025 at 5:00 pm

Report Generated: Thursday, March 13, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Evergreen Solutions, LLC	Gallagher Benefit Services, Inc.	Management Advisory Group International, Inc.	RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
Public Records	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass
Introduction and Management Summary	Pass	Pass	Pass	Pass
Background and Experience of the Firm	Pass	Pass	Pass	Pass
Skills and Credentials of the Designated Project Team	Pass	Pass	Pass	Pass

Question Title	Evergreen Solutions, LLC	Gallagher Benefit Services, Inc.	Management Advisory Group International, Inc.	RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company
Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources	Pass	Pass	Pass	Pass
Fee Proposal	Pass	Pass	Pass	Pass
References	Pass	Pass	Pass	Pass
References	Pass	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass	Pass
City Required Forms	Pass	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass	Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Background and Experience of the Firm	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Skills and Credentials of the Designated Project Team	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Scope Approach, Anticipated Timeframe, and Technological Resources	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Evergreen Solutions, LLC	98.7	98.7	98.7	**98.7**
Management Advisory Group International, Inc.	83.1	89.1	83.1	**85.05**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	87.3	77.3	78.3	**81**
Gallagher Benefit Services, Inc.	81.7	74.7	76.7	**77.7**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
MGT Impact Solutions, LLC Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Background and Experience of the Firm Points Based 25 Points (25%)	Skills and Credentials of the Designated Project Team Points Based 20 Points (20%)	Scope Approach, Anticipated Timeframe, and Technological Resources Points Based 20 Points (20%)	Fee Proposal Points Based 20 Points (20%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
Evergreen Solutions, LLC	25	20	20	20	13.7	**98.7**
Management Advisory Group International, Inc.	20.7	18	17.3	19.1	10	**85.05**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	22	18.7	18	9.3	13	**81**
Gallagher Benefit Services, Inc.	24	18.7	18.3	11.7	5	**77.7**
MGT Impact Solutions, LLC Excluded	0	0	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

Evergreen Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

provided extensive list of city and county experience in Florida. 1,400 other studies; 200 of those in Florida. 25 full time staff members + 5 part time. More than 25 years of experience performing these surveys and analyses for public employers for multiclassification systems.

Evaluator 2: 25

1,400, 20 years, 47 states, based in FL, 40% repeat business

Evaluator 3: 25

20 years in business; 1400 studies; 47 states; Florida is the largest market; 40% of customers repeat customers

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

Project Team includes individuals with extensive experience (25 years) in similar projects, demonstrating professional skills and credentials of staff assigned to the study.

Evaluator 2: 20

Interactive project approach, automated tools to show progress of work, public meeting with employees, tailored and modify as necessary

Evaluator 3: 20

30+ years experience; nationally recognized and asked to present at conferences; lots of HR experience; clearly defined roles

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

The approach, timeframe and technological resources were clearly provided with a step by step explanation of the process and check points along the way

Evaluator 2: 20

Importance placed on sustainability of plan, will present to city commission, year of supplemental support. Free software.

Evaluator 3: 20

project management philosophy; weekly updates; well defined steps; treats each client like it's a brand new study; employee orientations, interview sample of employees, meets with all department heads; build compensation philosophy, plans, total cash and total compensation analysis/plans; solution analysis to recommend best option

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 20

provided by purchasing

Evaluator 2: 20

Very competitive.

Evaluator 3: 20

lowest proposal; includes 1 year phone and virtual support after and proprietary software

References | Points Based | 15 Points (15%)

Evaluator 1: 13.7

provided by purchasing

Evaluator 2: 13.7

Provided by HR and Janet.

Evaluator 3: 13.7

Provided by Purchasing

Gallagher Benefit Services, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

20 years of experience higher learning, municipalities and utilities.

Evaluator 2: 25

Nationwide with vast exp. with a team of experts to assist in the comprehensive plan.

Evaluator 3: 22

40+ years, public sector only; "pay equity team"; largest national benefit survey

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

project team skill and credentials range from 20 years to 11 years with different backgrounds including municipalities of similar size and scope

Evaluator 2: 18

Team presenting plus network behind them to support.

Evaluator 3: 18

team seems to have lots of experience, but no defined plan of who will handle what with our survey

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

Compensation philosophy and equity studies presented as a different approach and how to formalize that in a document.

Evaluator 2: 15

Total time 4 months, work with team to tailor to our needs on comp. policy and competition in the local market.

Evaluator 3: 20

need 85% match to be considered market comparator; work on job descriptions not just titles; establish a compensation philosophy; classify and grade job families through market analysis; ongoing communication; training on how to continue philosophy and manage pay structure

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 11.7

provided by purchasing

Evaluator 2: 11.7

From Janet.

Evaluator 3: 11.7

mid range; additional charges if onsite meetings requested

References | Points Based | 15 Points (15%)

Evaluator 1: 5

provided by purchasing

Evaluator 2: 5

From Janet.

Evaluator 3: 5

Provided by Purchasing

Management Advisory Group International, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 22

Background listed 600 other study's with more than 25 years of experience

Evaluator 2: 22

600 Studies, 40 states, 100 in FL, govt. exp.

Evaluator 3: 18

didn't give a lot of information during presentation; 100's of studies; started in FL, moved across Southeast; have 2 Florida reps for quick response team

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 18
10 employees on staff including the project team. Some on the team have 25 years of experience.
Evaluator 2: 18
Good mix of exp and complimentary team to support.
Evaluator 3: 18
dedicated day-to-day consultant; someone dedicated to communication to employees, benefits, job descriptions, etc.

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)
Evaluator 1: 14
Scope approach, deliverables and technology resources listed. Market manager database. Employee survey was confusing for employees in Edgewater to complete as was the final report.
Evaluator 2: 20
Classification and comp. benefits structure, will cover pay grade that can be tailored to City
Evaluator 3: 18
120 day timeline with specific benchmarks; review all 150 job classes; employees provide lots of information; provides custom study, not old data; proprietary software analyzes facts and data; uses data from external market and internal knowledge; can create pay ranges or step plans, assists with compensation philosophy

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 19.05
provided by purchasing
Evaluator 2: 19.05
From Janet
Evaluator 3: 19.05

fair proposal, no additional fees; software and assistance for 1 year after completion; maintenance agreement can be implemented later

References | Points Based | 15 Points (15%)
Evaluator 1: 10
provided by purchasing
Evaluator 2: 10
From Janet
Evaluator 3: 10
Provided by Purchasing

RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 25
30+ years experience 140 similar projects in Florida
Evaluator 2: 22
30 years in FL, and vast public sector experience and work.
Evaluator 3: 19
Gehring Group acquired by RSC; public sector specialty; 30+ years; lots of HR experience

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)
Evaluator 1: 20
5,000 employees. Team members have 20 years of experience in for municipalities in Florida
Evaluator 2: 18
13-14 weeks and want to work with team closely, start with benchmark data and then build out from there.

Evaluator 3: 18

2 main contacts with HR experience; analysts work in background

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

impressive presentation "does not rely on surveys or other studies". Has the capability to consider employees that have been reclassified recently even though they have been with the City 5+ years.

Evaluator 2: 15

Provide software and will use comps from the local area, approximately 10-15 and will work towards finding local jobs that match our descriptions.

Evaluator 3: 19

enhance or help us overhaul compensation philosophy; benchmark 12 - 15 entities and all positions; looks at total compensation; create pay bands and how to move through those; compression and internal equity; proprietary benchmarking tool

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 9.33

provided by purchasing

Evaluator 2: 9.33

From Janet

Evaluator 3: 9.33

highest proposal for phase 2; fee breakdown based on time spent provided

References | Points Based | 15 Points (15%)

Evaluator 1: 13

provided by purchasing

Evaluator 2: 13

From Janet

Evaluator 3: 13

Provided by Purchasing

MGT Impact Solutions, LLC
(Excluded)

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Background and Experience of the Firm	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Skills and Credentials of the Designated Project Team	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Scope Approach, Anticipated Timeframe, and Technological Resources	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Evergreen Solutions, LLC	65	65	65	**65**
Management Advisory Group International, Inc.	50	65	60	**58.33**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	60	60	54	**58**
Gallagher Benefit Services, Inc.	52	63	58	**57.67**
MGT Impact Solutions, LLC	57	60	52	**56.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Background and Experience of the Firm Points Based 25 Points (25%)	Skills and Credentials of the Designated Project Team Points Based 20 Points (20%)	Scope Approach, Anticipated Timeframe, and Technological Resources Points Based 20 Points (20%)	Fee Proposal Points Based 20 Points (20%)	References Points Based 15 Points (15%)	Total Score (Max Score 100)
Evergreen Solutions, LLC	25	20	20	0	0	**65**
Management Advisory Group International, Inc.	24	17.7	16.7	0	0	**58.33**
RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company	23	18.3	16.7	0	0	**58**
Gallagher Benefit Services, Inc.	22.3	18.3	17	0	0	**57.67**
MGT Impact Solutions, LLC	21.7	19	15.7	0	0	**56.33**

INDIVIDUAL PROPOSAL SCORES

Evergreen Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

established 2004, 1,400 studies, 200+ in FL listed a long list of municipal work.

Evaluator 2: 25

Nationwide experience, local government work, multi classification

Evaluator 3: 25

over 200 studies in Florida, specializes in public sector; does not use "one size fits all" approach; knowledge of Florida statutes; multiple municipalities have used them repeatedly.

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 20

Dr. Ling established 2004, 25 years more than 1,400 public sector projects; Mark Holcombe 10 years, Rob Williamson 20 years, Kark Fuchs 25 years....all with extensive experience with conducting these types of studies for municipalities of all sizes in Florida and beyond.

Evaluator 2: 20

Each member brings exp. and diverse set of skills

Evaluator 3: 20

clearly defined roles and responsibilities for the proposer and city; project consultants work with city directly but layers of management to oversee project; all project managers have long term work in classification, benefit and compensation studies; Senior Consultant was an HR Director for a municipality

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 20

Evergreen "understands that there is not a one size fits all solution" Evergreen's Job Assessment Tool (copyrighted) and Best Practices Job Force Manager. Lots of interaction with the firm and city employees and project manager. Office located in Orlando FL. Provides maintenance tools to implement, manage and update the solutions. Increases the fairness and transparency of regular compensation and classifications tasks after solution is implemented for sustainability into the future.

Evaluator 2: 20

Timeline meets goals, detailed example, good technical tools

Evaluator 3: 20

focus on market competitiveness; laid out deliverables and the timeline very specifically to follow a specific plan so no confusion in the process; seeks direct input from employees, supervisors, managers, department heads; final product also helps make a plan how

employees can move through a pay plan, not stay stagnant; plan and tools to help city know how and when to adjust the pay plan after the study is completed; compensation tied to strategic goals; looks at overall compensation package

Fee Proposal | Points Based | 20 Points (20%)
Evaluator 1: 0
$35,000
Evaluator 2: 0
n/a
Evaluator 3: 0
fair proposal

References | Points Based | 15 Points (15%)
Evaluator 1: 0
Reference form not received yet. Purchasing to Follow Up
Evaluator 2: 0
n/a
Evaluator 3: 0
no comment at this time

Gallagher Benefit Services, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)
Evaluator 1: 20
20 years, mostly in private sectors, higher learning, not-for-profit, pharmaceuticals, financial services, did not list many municipal experience, non in Florida
Evaluator 2: 25

Global presence, public sector experience with local govt.

Evaluator 3: 22

lots of experience, huge company; one of largest human capital, insurance, risk; operate in 33 countries; lots of public sector and higher learning consulting; 500+ surveys in 10 years but didn't highlight any in FLorida; how personal will they be?

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 17

Great experience in time, mostly listed higher education experience, businesses, pharmaceuticals, financial services, did not list many municipal

Evaluator 2: 20

Decades of experience and a team to support.

Evaluator 3: 18

lots of experience in team in all aspects of HR which helps understanding; huge group of people on team but who will be our reps; will this be less personal

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 15

Approach did not appear to be tailored to municipal functionality. Seemed to be a market study, more than a personal touch to understand what employees do in their roles and understand specifically how our City operates

Evaluator 2: 18

Less detail on how they will get the work done, but with enough experience to feel comfortable with them.

Evaluator 3: 18

very specific plan using their C.A.R.E.S. model; phased work plan with specific measurables; timeline in order and meets our deadlines; virtual meetings only

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$59,825 plus on site visits are additional charges

Evaluator 2: 0

n/a

Evaluator 3: 0

flat fee and extra fees if onsite meetings

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

Management Advisory Group International, Inc.

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 22

25 years experience in, referenced 600 other studies including municipalities, some in Florida

Evaluator 2: 25

Nationwide exp for 25 years, and has over 600 surveys of local govt.

Evaluator 3: 25

completed surveys for lots of Volusia cities; full service HR consulting; 600+ surveys in 25 years; biweekly verbal check in and monthly reports 4 month time frame

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 18

10 employees, Dr. Campbell 25 years experience, Ms. Kyle 20 years, Rita Haughabrook 20 years, etc.

Evaluator 2: 20

Experience equal to the task.

Evaluator 3: 15

40 states and 25 years experience; 2 current clients in FL, no local right now; survey examples from Deerfield Beach, Delray, and Sanford; not as much HR experience in the staff

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 10

Proprietary Market Manager database and the survey does not take account for an employee's length of employment, only the latest job title, also it does not take into consideration employees that may have more than one job title and job description. In Edgewater, employees had difficulty with the survey and needed assistance; and when the final report was finalized, it was confusing, there were some employees that did not receive an adjustment in their compensation because they had just recently been reclassified by job title, not compensation and those employees were disgruntled, and the result was a loss of morale among those employees and departments.

Evaluator 2: 20

Detailed approach with a timeline that meets our expectations.

Evaluator 3: 20

benchmark positions only; propietary software; laid out a complete plan and timeline; includes training for continuing the pay plan after they're done

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$36,750 plus $200 per hour for ad hoc services

Evaluator 2: 0

n/a

Evaluator 3: 0

flat fee with no additional costs

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

MGT Impact Solutions, LLC

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 25

50 years of experience, mentioned 30,000 projects

Evaluator 2: 25

Local experience with city govt, but also a nationwide presence.

Evaluator 3: 15

discussed more about the scope of the project than the background of the firm; 30,000 projects, 350 equity studies; many in Florida

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 19

900 employees impressive ICMA experience, and the Prosci Change Manager Practitioner certifications of the project team

Evaluator 2: 20

Vast and relevant experience.

Evaluator 3: 18

50+ years of experience; defined the members of the team and their roles, provided resumes

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 13

Examples provided were redacted so it was difficult to score

Evaluator 2: 15

Looks good on the surface but with information redacted it did not have the same level of confidence as others.

Evaluator 3: 19

biweekly verbal check ins; detailed plan with specific tasks/timeline; on call consultation for 3 months after implementation; gave a benefits example

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$183,964

Evaluator 2: 0

n/a

Evaluator 3: 0

seems extraordinarily high

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company

Background and Experience of the Firm | Points Based | 25 Points (25%)

Evaluator 1: 24

30 years 140 projects in FL

Evaluator 2: 25

Good local govt. exp, but a nationwide company

Evaluator 3: 20

seemed to just regurgiate our RFP document; 20 years public sector experience; all aspects of HR; many Florida clients, few local

Skills and Credentials of the Designated Project Team | Points Based | 20 Points (20%)

Evaluator 1: 18

5,000 employees Jon Muller 20 years Kristen Blazar 8+

Evaluator 2: 20

Good team experience that compliments other members.

Evaluator 3: 17

project manager and lead consultant only details; no resume; many years combined HR experience and in municipal experience

Scope Approach, Anticipated Timeframe, and Technological Resources | Points Based | 20 Points (20%)

Evaluator 1: 18

Proprietary Benefits Database called CAVU Job Analysis Tool "does not rely on surveys, other studies, HR teams from sample agencies

Evaluator 2: 15

Approach appears solid, however less detail on the process to be implemented and the technical tools to be used.

Evaluator 3: 17

don't rely on other studies to get information; gather all new data; weekly, detailed plans and meets timeline; proprietary tool for benchmarking

Fee Proposal | Points Based | 20 Points (20%)

Evaluator 1: 0

$75,000

Evaluator 2: 0

n/a

Evaluator 3: 0

flat fee; no other costs shown

References | Points Based | 15 Points (15%)

Evaluator 1: 0

Reference form not received yet. Purchasing to Follow Up

Evaluator 2: 0

n/a

Evaluator 3: 0

no comment at this time

RFP 08-25-HR
Compensation and Benefits Study
Reference Points

	Highest Score Received	Total Reference score	% for highest	Multiplier	POINTS AWARDED
Evergreen Solutions	75.00	68.50	91%	15.00	13.70
Gallagher Benefit Services	75.00	25.00	33%	15.00	5.00
Management Advisory Group International	75.00	50.00	67%	15.00	10.00
RSC Insurance Brokerage Inc.	75.00	65.00	87%	15.00	13.00

Notes:

- References contribute a possible 15 point maximum to the overall score for each firm. Each firm was required to provide three references.
- Each reference could receive a possible 25 maximum points for a total maximum score of 75 for each firm.
- Each firm provided a list of references, however, written reference responses were only received from Evergreen Solutions and RSC Insurance Brokerage. Written response forms are attached.
- Questionnaires were not received for Gallagher Benefit Services and Management Advisory Group. Reference responses were taken over the phone and comments and scores are provided below.:
    - **Gallagher Benefits Services:** One reference received. Reference provided an overall score of 25 points. Firm received 10 points total. Comments include:
        - City of Gillette WY.: Implemented pay bands in 2023. Helped to create compensation philosophy, updated evaluations and performance management system, created pay bands and grades through market analysis.
    - **Management Advisory Group International:** Two references received. Each reference provided an overall score of 25 points each, 50 total. Firm received 10 points total. Comments include:
        - City of Delray Beach: Services in March 2022. Market study, revised scales from start to end, did not update job descriptions. Very good results, exactly what they asked for.
        - County of Galveston Texas: Services included salary analysis, benefits, market analysis, compression, job analysis, salary grade and range. Study completed for 2 districts. 13 years since last study. Resulted in 6.2 million increase in budget. They were easy to work with.

PROFESSIONAL SERVICES AGREEMENT
CONSULTING SERVICES FOR COMPENSATION AND BENEFITS STUDY

THIS AGREEMENT is made and entered into this 8th day of April 2025, by and between **Evergreen Solutions, LLC** duly authorized to conduct business in the State of Florida and whose address is 2528 Barrington Circle, Unit #201, Tallahassee, FL 32308 hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 08-25-HR, Compensation and Benefits Study, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be until the CITY accepts the successful completion of the study.

SECTION 3. DESCRIPTION OF SERVICES. The CONSULTANT agrees to perform the services outlined in the advertised solicitation document titled RFP 08-25-HR, Compensation and Benefits Study, and in the CONSULTANT's submitted Proposal.

The CONSULTANT shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.

The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided as $35,500. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the CITY monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the CONSULTANT:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Presentation of Services

The CONSULTANT must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Jeffrey Ling, President
(Name, Title)

Evergreen Solutions, LLC
(Company)

2528 Barrington Cir, Unit 201
(Address)

Tallahassee, FL 32308
(City, State, Zip)

850-383-0111
(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The CITY and CONSULTANT have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	EVERGREEN SOLUTIONS, LLC
Authorized Signature	*Authorized Signature*
Brooke Cagliano, Marketing Coordinator	Jeffrey Lung, President
Print Name and Title	*Print Name and Title*
Address: 2528 Barrington Cir, Unit 201 Tallahassee Fl 32308	Address: 2528 Barrington Cir. Unit 201 Tallahassee, FL 32308
Date 3/31/25	*Date* 3/31/2025

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 08-25-HR

COMPENSATION AND BENEFITS STUDY

RELEASE DATE: January 21, 2025
DEADLINE FOR QUESTIONS: February 4, 2025
RESPONSE DEADLINE: February 20, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 08-25-HR

Compensation and Benefits Study

I. Public Notice .....
II. Introduction .....
III. General Information .....
IV. Description of Services .....
V. Minimum Qualifications .....
VI. Submittal Requirements .....
VII. Insurance Requirements .....
VIII. Required Responses .....

Attachments:

A - Public Records
B - Draft Agreement
C - Require City Forms
D - Fee Proposal
E - Reference Questionnaire

I. Public Notice

RFP 08-25-HR

Compensation and Benefits Study

The City of New Smyrna Beach, Florida (the "City") is seeking proposals from qualified individuals or firms to provide Compensation and Benefits Study services as listed in the City's specifications.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Tuesday, January 21, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" "Proposer," "Respondent" and/or "Vendor," are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach currently has approximately 150 job classifications under its compensation system. There are 323 full-time employees included in the FY2025 budget. The City has two (2) unions which represent approximately 35% of the workforce. The City currently has a pay range classification plan for employees, which are normally increased each year based on Commission Approval and/or Collective Bargaining Agreement requirements.

The City of New Smyrna Beach (herein after, "City") is seeking proposals from qualified and experienced consultants with demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist the City in updating its classification

plan and developing a strategy to ensure employee's pay and benefits are at a competitive level that aligns with the results of the study.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The successful proposer will hereinafter be referred to as the "Consultant".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

Additional detailed information on the government can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	January 21, 2025
Deadline for Written Questions	February 4, 2025, 5:00pm

Proposal Submission Deadline	February 20, 2025, 5:00pm
Opening of Submittals	February 21, 2025, 9:00am Microsoft Teams Meeting: Call in (audio only) Phone number: 786-636-1338 Phone Conference ID: 515 807 17#
Evaluation Meeting	March 3, 2025, 10:00am Microsoft Teams Meeting, Call in (audio only) United States, Eastern Standard Time Phone Number: 786-636-1338 Phone Conference ID: 591 023 723#
Recommendation of award to City Commission	April 8, 2025

III. General Information

III.A Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

III.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.C Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

III.D City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

III.E Award of Contract and Professional Services Agreement

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Contract Term: Contract period is one hundred twenty (120) Calendar days, or less) of all tasks for the classification, compensation, and benefits study.

III.F Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review

or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

III.G Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

III.H Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in the section of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

III.I E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United

States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

III.J Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

III.K Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.L Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.M Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

III.N Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

III.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.P Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Tuesday, February 4, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.Q Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

III.R Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.S Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

III.T Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

III.U Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.V On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.W Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section 2 of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

III.X Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

III.Y Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.Z Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

III.AA Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

III.BB Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.CC Proposal Due Date

Submittals shall be received prior to 5:00 pm on Thursday, February 20, 2025. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

III.DD Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

III.EE Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

III.FF Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

III.GG Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

III.HH Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

III.II Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.JJ State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements,

please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.KK Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

III.LL Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.MM Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

IV. Description of Services

IV.A General Description of Services

The City of New Smyrna Beach is seeking proposals from qualified and experienced consultants with demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist the City in updating its classification plan and developing a strategy to ensure employee's pay and benefits are at a competitive level that aligns with the results of the study. In addition, the awarded Consultant will assist in updating information on all position descriptions including essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position.

The consultants must review all background materials provided by the City, including but not limited to organizational charts, existing pay plans, job descriptions, collective bargaining agreements, policies, budgets, and any other related information. The consultants shall establish a methodology to conduct a comprehensive employee compensation, classification, and benefits study that includes but is not limited to those areas included in the scope of service. The consultants may propose additions, alternative tasks or additional value-added activities deemed necessary to complete the scope of service.

The City's goal is to have a thorough study along with accurate job descriptions utilizing accepted best practices in the management and design of compensation and benefit systems. The City's objectives are as follows:

- Attract and retain qualified workers who will be paid equitable salaries;
- Provide equitable salaries and benefits for all employees of the City; and
- Provide the City with a salary and benefit structure that enables the City to maintain a competitive position within the same geographic area but will be financially sustainable for the long term.

It is expected that the study will recommend adjustments to the City's pay and benefit plans, to allow for appropriate compensation and benefits, rectify internal compression/equity issues along with compensation comparisons from surrounding jurisdictions and other comparators. It is the City's intent to obtain fixed price proposals from qualified firms to conduct a comprehensive compensation study.

Current Job Classifications: The City of New Smyrna Beach currently has approximately 150 job classifications under its compensation system. There are 323 full-time employees included in the FY2025 budget. The City has two (2) unions which represents approximately 35% of the workforce. The City currently has a pay range classification plan for employees, which are normally increased each year based on Commission Approval and/or Collective Bargaining Agreement requirements.

IV.B Scope of Work

The consultants shall establish a methodology to conduct a comprehensive compensation and classification study that includes but is not limited to those areas included in the scope of service. This project shall include, but is not limited to, the following: (The consultant may propose additions, alternative tasks or additional value-add activities deemed necessary to complete the scope of work, subject to the approval of the City).

Job Classifications

- Conduct a comprehensive evaluation of the City's current job classification structure, related policies and practices and provide a comparative analysis which benchmarks other similar agencies within the same geographic area.
- Conduct a comprehensive evaluation of the City's job classifications/titles as they relate to all city positions and provide recommendations to classify/reclassify positions as appropriate.
- Conduct a job audit of all positions which may include interviews with employees, managers, department directors and the human resources staff to verify and validate current job descriptions.
- Evaluate all job descriptions to include a review as they relate to Fair Labor Standards Act (FLSA) and Americans with Disabilities Act (ADA) compliance. Also include verification of the Equal Employment Opportunity (EEO) designation. Provide recommended updates and/or revisions.
- Provide recommendations for job descriptions to uniformly reflect the distinguishing characteristics; primary duties and responsibilities, minimum qualifications (education/experience and knowledge/skills/efforts), working conditions (physical demands, work environment and travel requirements), and certifications/licenses/registration requirements for classification as needed.
- Evaluate current job description template and recommend template format, content and/or revisions.
- Refine job classifications/titles to accurately represent job duties and responsibilities as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Conduct a comprehensive evaluation and comparative analysis of every job within the City to determine relative work within the organization for internal equity.
- Based upon the recommended classification grade, review existing salaries to determine proper placement within proposed classification.

Compensation and Classification

- Conduct a comprehensive compensation survey to include actual salaries, tenure in positions, supplemental pay, and benefits comparing benchmark positions with other

similar agencies, both public and private, to identify the city's competitive position in the regional central Florida labor market.

- Review the current pay grade and salary ranges of the city positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay structure [i.e., number of pay grades, including additions, deletions and/or consolidations, appropriateness of pay range spread from salary minimum to maximum and/or Market Reference Point (MRP)].
- Review existing pay practices and policies at the city and provide recommendations based upon analysis of external market competitiveness and internal equity that will allow the city to attract and retain qualified workers but is also financially sustainable.
- Conduct internal pay equity assessment based upon actual work performed as communicated by employees and managers through interviews, value of work performed to the organization, years of experience, and the length of service for all 323 employees. Identify potential pay compression issues if any and provide potential solutions and/or recommended equity adjustments.
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include estimated fiscal impact, with options for a step plan (multiple years) implementation.
- Develop guidelines to assist the city staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and marketing competitiveness.
- Develop guidelines and/or tools for assigning pay grade to future/new or reclassified positions.
- Provide methodology for maintaining and updating the proposed new/modified compensation plan. Train Human Resources personnel in the maintenance and administration of the proposed new/modified internal maintenance of the compensation plan.

Benefits

- Conduct a comprehensive benefits survey for the overall benefit package for the surveyed entities including retirement plans, paid time off, and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits.
- The recommended pay and benefits system must meet all legal requirements, be nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g. ADA, FLSA, EEO/ADA, etc.).

Recommended Report: The final recommendation report shall include, but shall not be limited to the following elements:

- Summarize methodology, techniques and data used to develop the proposed new/modified plan; outreach efforts, assessment of the City's current pay plan and pay practices and existing labor market conditions of comparable government agencies.
- Recommendations for a classification and compensation structure that reflects the city's overall classification and compensation strategies as well as accommodating for organizational change, growth and long-term financial sustainability.
- Recommend/revise pay grades and salary ranges for all existing and proposed classifications.
- Recommend a proposed implementation plan that ensures salary ranges remain competitive with reasonably similar positions in the labor market where the City recruits for employees, and which are consistent with the economic conditions of the City and surrounding comparable agencies.
- Allocate all employees included within the scope of service to an appropriate job title, pay grade and designate each job classification as either exempt or non-exempt pursuant to the requirements of the Fair Labor Standards Act (FLSA).
- Assign a salary range to each pay grade/classification included with the scope of service that reflects the results of the market survey and the analysis of the internal salary relationships.
- Individual employee analysis of current pay rate and recommendations for individual pay adjustments in accordance with recommended compensation structure comparative to the labor market and surveyed entities and considering internal equity.
- Recommend an implementation schedule that includes any fiscal impacts (short-term and long-term) of implementing the recommendations.

IV.C City of New Smyrna Beach Responsibilities

The city shall provide the awarded Consultant with all the relevant information pertaining to the City and its operations including but not limited to the following:

A. Current employee salary data
B. Current personnel policies
C. Job descriptions
D. Employee insurance categories and plan documents
E. Any additional information required for consultant to fulfill the Scope of Services

IV.D Communication Expectations, Technology, and Required Deliverables

Communication: Effective communication is the utmost importance to the success of this study. Ongoing and open communication between the designated city representative and the consultant is required from the initiation of the contract through to completion of the study.

Deliverables: Required deliverables include but not limited to:

- It is expected that the awarded proposer will provide bi-weekly verbal check-ins and monthly written detailed progress reports as well as periodically presenting the information to the City Commission throughout the process. Presentation to the City Commission may be electronically or in person as required.
- Provide a detailed final written report to the city designated representative within one hundred twenty (120) days of all tasks for the classification, compensation, and benefits study. Report to include the research performed, methodology, compensation philosophy, findings and policy update recommendations based on proposed/revised pay plan, implementation, and financial impact.
- Awarded proposer will be required to present the final completion of the study to staff and/or the City Commission.

Technology: Proposers must demonstrate technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

IV.E Contract

It is the City's intent to enter into an agreement with one company for 120 days. Contract may be extended, upon approval of the City Commission. Prices shall not increase during the term of the contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.F Compliance With Laws, Rules, and Regulations

Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Department of Insurance, which may be applicable to it. Failure or inability on the part of the Proposer to comply with such laws, rules, and regulations (including failure to obtain Department of Insurance approval for filings) shall not relieve any Respondent from its obligation to honor its Submittal and perform completely in accordance with its Submittal.

V. Minimum Qualifications

V.A Minimum Qualifications

Proposers wishing to be considered for an award of contract must meet the below minimum qualifications.

Proposers that do not meet the minimum requirements as determined by the city, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

Office: Have a staffed office within the State of Florida

Florida Division of Corporations:

- The Firm must be licensed by the State of Florida, Department of Business & Professional Regulation, and State Board of Accountancy, to practice in the State of Florida.
- The firm is independent and licensed to practice in Florida and registered through Sunbiz with an "Active" Status.

License/Certificates:

- Proposers are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
- Copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

Experience:

- Demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist a municipality in updating its classification plan and developing a strategy to ensure employees' pay and benefits are at a competitive level that aligns with the results of the study.
- At least five (5) years' experience performing surveys and analyses for public employers
- Have expertise in multi-classification systems.

VI. Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VI.A Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points Per Evaluation Committee Member
Background and Experience of the Firm	25
Skills and Credentials of the Designated Project Team	20
Scope Approach, Anticipated Timeframe, and Technological Resources	20
Fee Proposal	20
References	15
Total	**100**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations.

VI.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.C Introduction and Management Summary

At a minimum shall include:

Cover Page: Representing the firm that is submitting a proposal.

Letter of interest: Not more than two (2) pages to include names of the individuals who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers, e-mail address, location of office(s) that will be providing the service. Include the location of your firm's main office and address of the office location that will serve the City of New Smyrna. Include key areas of the proposal and that summarizes the Firm's experience and qualifications as to why they shall be recommended the award of contract.

Management summary: Submit a brief abstract, of not more than three (3) pages, stating the firm's understanding of the nature and scope of the services to be provided, the anticipated project approach and the firm's ability to comply with all the requirements. Information shall be signed by a corporate officer or principal, or an authorized representative of the consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the consultant that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

VI.D Background and Experience of the Firm

Provide an overview of the consulting firm, including information on size, years in business, and location of office. Submit summaries of salary surveys and comparative analyses performed by the firm within five (5) years prior to the due date of the RFP. A minimum of five years' experience is required. Proposers with experience performing these surveys and analyses for public employers will receive additional consideration in scoring. Proposers must demonstrate specific experience and expertise in multiclassification systems.

VI.E Skills and Credentials of the Designated Project Team

Provide resumes of the project team and identify similar projects (preferably those responsive to criteria no. 1 above) successfully completed by the members of the project team, indicating their role on the team, with reference contact information, demonstrating the professional skills and credentials of staff to be assigned to the study.

VI.F Scope Approach, Deliverables, Anticipated Timeframe, and Technological Resources

Approach: Describe the Proposer's approach to the performance of the study and actions anticipated to ensure all of the city's requirements are satisfied and provide an anticipated timeframe to complete the project. Additionally, provide a project schedule with major milestones noted. Describe the advanced technological resources to be used for data collection, analysis, and presentation.

Deliverables and anticipated timeframe: Provide examples of detailed reports and anticipated timeframe for verbal and written reports provided to the city designated representative. Also include proposed timeline of periodic presentations to City Commission. The city is open to considering other deliverables and timelines based on the consultant(s) resources. Any recommendations need to be provided, in detail, in the consultant(s) proposal.

Technological Resources: Provide detailed information and experience of technologically advanced software other than Microsoft Excel to provide statistically accurate data analysis, comparative charts or graphs, and enhanced reporting capabilities.

VI.G Fee Proposal

Submittals shall include a detailed fee proposal. Fee proposal shall include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses. Fee proposal shall include options to add or remove services that may be required along with the associated costs.

Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

The fee structure will be evaluated utilizing the equation provided in the example below. Lowest cost proposed gets total points = 20 points

Example	Submitted Fee Structure	Lowest Cost	% For Lowest	Multiplier	Points Awarded
Company A	$100,000	$100,000	100.00%	20	20
Company B	$110,000	$100,000	90.91%	20	18.18
Company C	$120,000	$100,000	83.33%	20	16.67
Company D	$130,000	$100,000	76.92%	20	15.38
Company E	$140,000	$100,000	71.43%	20	14.29

VI.H References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Tuesday, February 4, 2025, with 08-25-HR Compensation and Benefits Study in the subject line of the email.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the City must be able to contact references for verification as part of the evaluation process).

VI.I Financial Stability/Litigation

Provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of

their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Provide a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VI.J Complete Copy of Submittal

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Background and Experience of the Firm
- Skills and Credentials of the Designated Project Team
- Scope Approach, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

VII. Insurance Requirements

VII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
$1,000,000 Bodily Injury & Property Damage-each occurrence
$2,000,000 Personal & Advertising Injury-each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability
Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $3,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant.
Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder: City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

The proposer shall be responsible for subcontractors and their insurance. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses. All insurance companies must be authorized to transact business in the State of Florida. The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the proposer and/or subcontractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default. Neither approval by the City of any insurance supplied by the proposer, nor a failure to disapprove that insurance, shall relieve the proposer of full responsibility of liability, damages, and accidents as set forth herein.

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

VIII.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

VIII.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

VIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

VIII.F Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

VIII.G Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.H Conflict of Interest Disclosure*

PROJECT NUMBER: 08-25-HR - Compensation and Benefits Study

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration,

management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

VIII.I Introduction and Management Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Management Summary.

*Response required

VIII.J Background and Experience of the Firm *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Background and Experience of the Firm

*Response required

VIII.K Skills and Credentials of the Designated Project Team*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Skills and Credentials of the
Designated Project Team

*Response required

VIII.L Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources

*Response required

VIII.M Fee Proposal *

Upload a detailed fee proposal with no hidden fees.

*Response required

VIII.N References *

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly

within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in Attachment A.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the City must be able to contact references for verification as part of the evaluation process).

*Response required

VIII.O References *

In addition to the completed Reference Form, Proposer understands that they shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to proposal due date outlined in Section II.

☐ Please confirm
*Response required

VIII.P Financial Stability *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

VIII.Q City Required Forms *

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement

City of NSB Form: References
City of NSB Form: Signed Addendums (if applicable)
City of NSB Form: Fee Proposal
Copy of Sunbiz Registration with Active Status

*Response required

VIII.R Complete Copy of Submittal *

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Introduction and Management Summary
- Background and Experience of the Firm
- Skills and Credentials of the Designated Project Team
- Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources
- Fee Proposal
- References
- Completed City forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted.

*Response required

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name
Compensation and Benefits Study

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **_____**, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP **08-25-HR, Compensation and Benefits Study, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for one hundred twenty (120) days, or less, of all tasks for the classification, compensation, and benefit study.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 08-25-HR, Compensation and Benefits Study, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

DRAFT

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Awarded Bid Proposal w Fee Proposal
D. Presentation of Services

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

DRAFT

Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
City of NSB Form: Fee Proposal	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

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

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ _____ (in figures)

_____

(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

_____	_____
Company	Address
_____	_____
Authorized Signature	City, State, Zip Code
_____	_____
Printed Name & Title	Telephone No.
_____	_____
Email	Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: _____

_____

(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: _____

_____

Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: _____

Signature of Proposer

Corporation Name & Address: _____

_____

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

_____

_____

_____

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

_____

_____

_____

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 08-25-HR: COMPENSATION AND BENEFIT STUDY

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate how well they communicated significant issues or concerns.	
2	Rate their understanding and ability to apply market trends.	
3	Rate timeliness of gathering and providing information.	
4	Rate how well they were able to provide a plan that adhered to any budgetary restrictions faced.	
5	Rate overall satisfaction with the process and product provided.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by February 20, 2025.

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed.

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

Firm Name (Please Print): _____

A Proposal to Conduct a Compensation and Benefits Study for the City of New Smyrna Beach, FL

#RFP 08-25-HR

ORIGINAL





Evergreen Solutions, LLC

February 20, 2025

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

Feburary 19, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Ms. Vivian:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Benefits Study for the City of New Smyrna Beach. Our response is based on our review of your Request for Proposal (RFP #08-25-HR), our understanding of the Florida labor market, our experience working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in local government human resources management. **Evergreen believes it is the most qualified to provide the services being requested by the City of New Smyrna Beach as we have conducted more than 1,400 similar studies throughout the country.**

Evergreen was formed in 2004 in Florida to provide an alternative to traditional consulting practices. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. Evergreen is licensed to transact business in the State of Florida (#L04000073478).

As a national firm, Evergreen Solutions continues to grow, and our territory now includes clients in 47 states. In the State of Florida, Evergreen has conducted more than 200 compensation and/or classification related studies for local governments and other public sector organizations. The following is just a sample of some of the local government clients we have worked with: **City of New Smyrna Beach;** City of Jacksonville; City of Jacksonville Beach; City of Gainesville; City of High Springs; City of Green Cove Springs; City of Holmes Beach; City of Holy Hill; City of Cocoa; City of Indian Harbour Beach; City of Maitland; City of Lake City; City of Ocala; City of Plant City; City of Wildwood; City of Bunnell; City of Bushnell; City of Zephyrhills; City of Groveland; City of Alachua; City of Kissimmee; City of St. Cloud; City of Clermont; City of Winter Park; City of Orlando; City of Deltona; City of St. Petersburg; City of Dunedin; City of Clearwater; City of New Port Richey; City of Palm Bay; City of Fort Myers; City of North Port; City of Cape Coral; City of Daytona Beach; City of Daytona Beach Shores; City of Punta Gorda; City of Sarasota; City of Orange City; City of Venice; City of Sebring; City of Bartow; City of Coral Springs; City of Dania Beach; City of Melbourne; City of Miramar; City of Cooper City; City of Naples; City of West Melbourne; City of Boca Raton; City of Temple Terrace; City of Sunrise; City of Tamarac; City of Hollywood; City of Plantation; City of Delray Beach; City of Doral; City of Palm Beach Gardens; City of Parkland; City of Miami Beach; City of North Miami Beach; City of South Miami; City of Sunny Isles Beach; City of Coral Gables; City of Homestead; City of Key West; City of Largo; City of Marathon; City of Destin; City of Panama City; City of Panama City Beach; City of Fort Walton Beach; City of Pensacola; City of Apalachicola; City of Sopchoppy; Flagler County; Lake County; Alachua County; Hernando County; Osceola County; Citrus County; Brevard County; Seminole County; Sumter County; Charlotte County; DeSoto County; Hardee County; Collier County; Highlands County; Sarasota County; Pinellas County; Hillsborough County; Marion County; Manatee County; Martin County; Orange County; Monroe County; Palm Beach County; Miami-Dade County; Bay County; Santa Rosa County; Okaloosa County; Walton County; Gadsden County; Gulf County; Leon County; Wakulla County; Franklin County; Miami Shores Village; Village of North Palm Beach; Village of Pinecrest; Village of Islamorada; Town of Lake Park; Town of Jupiter; Town of Cutler Bay; Town of Davie; Town of Longboat Key; Town of Lake Hamilton; Town of Lady Lake; Town of Orange Park; Town of Palm Beach; and many others. A

detailed description of the services provided to some of these clients as they relate to the services being requested can be found in **Section 2** of our proposal.

Evergreen Solutions is able to fully comprehend the challenges and goals of the City of New Smyrna Beach because of our vast understanding of local government human resources, and the fact that we possess the necessary experience and qualifications. Our team has significant expertise in conducting compensation and benefits studies for local governments and other public sector organizations, as evidenced in **Section 3** of our proposal. Detailed resumes are available upon request.

Some of the human resource services Evergreen Solutions has focused on include: compensation and benefits studies; classification studies; performance management studies; recruitment, hiring, and retention studies; workload analyses; HR department reviews; organizational assessments; strategic and workforce planning; and staffing studies. Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management and operations involved in local government human resources management. As a result, our team understands how critical a classification and compensation system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist clients in implementing and maintaining our study recommendations.

Evergreen's approach to conducting a compensation and benefits study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. Some of the key facets of our approach as identified in **Section 4** of our response includes:

- Major emphasis is placed on communication as the key to a successful study as well as its implementation. Our Team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, administrators, department heads, and employees need be involved in every step of the process. Our communication plan is a critical component of any study and to ensure our clients are informed of statuses or potential challenges, we provide continuous communication through the use of regular meetings and written progress reports.

- Our methodology utilizes the latest technology in order to reduce the cost to our client partners and enhance wider participation by offering of our tools in an electronic format. In essence, every step of the process can be completed on the Web. Further, our web-based ***JobForce Manager*** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.

- We understand that one size does not fit all. Some consultants provide the same overall solution to every client. We take great pride in providing a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We have read your terms and conditions and believe we can successfully work within your requirements.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to call me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

Table of Contents

1.0 Management Summary

2.0 Background and Experience of the Firm 2-1

2.1 Firm's Background and History 2-1
2.2 Select Relevant History 2-4

3.0 Skills and Credentials of the Designated Team 3-1

3.1 Proposed Project Team 3-1
3.2 Key Personnel 3-2

4.0 Scope, Approach, Anticipated Timeframe and Technological Resources 4-1

4.1 Approach and Methodology 4-1
4.2 Detailed Work Plan 4-10
4.3 Proposed Timeframe 4-20

5.0 Fee Proposal 5-1

6.0 References 6-1

7.0 Financial Stability/Litigation 7-1

8.0 Completed City Forms 8-1

Section 1.0
Management Summary

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

1.0 – Management Summary

Evergreen Solutions understands that the City is looking to hire an outside consultant to conduct a Compensation and Benefits Study that will address the following goals and objectives as outlined in the general description of services of the Request for Proposal.

- attract and retain qualified workers who will be paid equitable salaries;
- provide equitable salaries and benefits for all employees of the City; and
- provide the City with a salary and benefit structure that will enable the City to maintain a competitive position within the same geographic area but will be financially sustainable for the long term.

Evergreen further understands that the City desires recommend adjustments to its pay and benefit plans, to allow for appropriate compensation and benefits, rectify internal compression/equity issues along with compensation comparisons from surrounding jurisdictions and other comparators. In addition, the City would like the hired consultant to create accurate job descriptions utilizing accepted best practices in the management and design of compensation and benefit systems.

Evergreen's approach to conducting the Compensation and Benefits Study is built on working collaboratively with the City to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that: focuses on market competitiveness; is based on the City's compensation philosophy; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the City and allows you to select the components and options that best meet your overall needs; and produces a structure that will improve the City's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

As President of Evergreen Solutions, I am attesting that the information provided in our proposal is current and factual and that all members of the proposed project team agree to work together to ensure a successful study.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

Section 2.0
Background and Experience of the Firm

2.0 Background and Experience of the Firm

Evergreen Solutions is well qualified to conduct a Compensation and Benefits Study for the City of New Smyrna Beach as we have conducted more than 1,400 similar studies for local governments and other public sector organizations throughout the country, including more than 200 within the State of Florida. In this section, we provide the history and background of our firm; and a list of similar studies we have performed or are currently under contract to perform.

2.1 Firm's Background and History

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting company, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" method, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen was formed in 2004 in the State of Florida to provide a modern, practical alternative to the typical consulting options. Evergreen is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen employs 25 full- and five part-time staff who provide a variety of human resources consulting work. Evergreen is located in Tallahassee, Florida with additional offices in Orlando, Tampa, and Fort Lauderdale. Evergreen is licensed in the State of Florida (#L04000073478).

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: compensation and benefits studies; classification studies; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at **www.ConsultEvergreen.com** or visit us on Facebook at www.facebook.com or LinkedIn at www.linkedin.com for more information about our services, staff, and past experience.





Evergreen Solutions was founded with the intent of offering public sector leaders an alternative to the "business as usual" consulting approach. We assist public sector professionals in exercising control over the inter-related elements that determine success or failure.

We accomplish this by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting compensation and benefits studies for local governments and other public sector organizations throughout the country, including many in the State of Florida;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant Florida statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to this engagement.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country, the majority of which have been located in the State of Florida.

Exhibit 2-1 includes a list of some of the local governments and other public sector organizations in the State of Florida that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. Note: Evergreen has also worked with many school districts and institutions of higher education in Florida that are not listed in the exhibit.

Exhibit 2-1: Select Florida Public Sector Clients		
City of Alachua	City of St. Petersburg	Flagler County Sheriff's Office
City of Bartow	City of Tallahassee	Lake County Sheriff's Office
City of Bunnell	City of Tamarac	Leon County Sheriff's Office
City of Bushnell	City of Temple Terrace	Manatee County Sheriff's Office
City of Cape Coral	City of Titusville	Monroe County Sheriff's Office
City of Clearwater	City of Venice	Nassau County Sheriff's Office
City of Clermont	City of West Melbourne	Okaloosa County Sheriff's Office
City of Cocoa	City of Winter Park	Pasco County Sheriff's Office
City of Coral Gables	City of Sunrise	Volusia County Sheriff's Office
City of Coral Springs	City of Zephyrhills	Walton County Sheriff's Office
City of Daytona Beach	Alachua County	Florida Sheriff's Association
City of Daytona Beach Shores	Bay County	Florida Association of Counties
City of Delray Beach	Brevard County	Florida League of Cities
City of Deltona	Charlotte County	FL Association of Court Clerks/Comptrollers
City of Destin	Citrus County	FL Public Human Resource Association
City of Doral	DeSoto County	Board of Bar Examiners
City of Dunedin	Escambia County	The Florida Bar
City of Fort Myers	Flagler County	Hillsborough County Clerk of Court/Comptrollers
City of Fort Walton Beach	Gulf County	Ft. Pierce Utilities Authority
City of Green Cove Springs	Hardee County	Keys Energy Services
City of Groveland	Hernando County	Kissimmee Utility Authority
City of Hallandale Beach	Highlands County	Utilities Commission of New Smyrna Beach
City of High Springs	Lake County	Florida Keys Aqueduct Authority
City of Holly Hill	Leon County	Sarasota Bay Estuary Program
City of Hollywood	Manatee County	Toho Water Authority
City of Holmes Beach	Martin County	Tampa Bay Water
City of Key West	Miami-Dade County	Peace River Manasota Reg. Water Supply Auth.
City of Jacksonville	Miami Shores Village	St. Johns River Water Management District
City of Jacksonville Beach	Monroe County	Southwest Florida Water Management District
City of Kissimmee	Okaloosa County	South Florida Water Management District
City of Lake City	Orange County	Loxahatchee River District
City of Largo	Osceola County	Okaloosa Gas District
City of Maitland	Palm Beach County	Lake Apopka Gas District
City of Marathon	Pinellas County	Solid Waste Authority of Palm Beach County
City of Melbourne	Santa Rosa County	CareerSource Pinellas
City of Miami Beach	Sarasota County	CareerSource Northeast Florida
City of Miramar	Seminole County	Worknet Pinellas
City of New Smyrna Beach	Wakulla County	Association for Institutional Research
City of North Lauderdale	Town of Belleair	Florida Telecommunications Relay, Inc.
City of North Miami Beach	Town of Cutler Bay	Orange County Library System
City of North Port	Town of Davie	Pinellas Housing Authority
City of Ocala	Town of Jupiter	Manatee County Clerk's Office
City of Oldsmar	Town of Lade Lake	Gadsden County Property Appraiser's Office
City of Orange City	Town of Lake Park	Brevard County Property Appraiser's Office
City of Orlando	Town of Longboat Key	Monroe County Property Appraiser's Office
City of Palm Beach Gardens	Town of Medley	Brevard County Tax Collector
City of Panama City	Town of Palm Beach	Flagler County Tax Collector
City of Panama City Beach	Town of Ponce Inlet	Palm Beach County Tax Collector
City of Parkland	Town of Orange Park	Highlands County Clerk of the Circuit Court
City of Pensacola	Village of North Palm Beach	Leon County Clerk of the Circuit Court
City of Plant City	Village of Pinecrest	Health Care District of Palm Beach County
City of Plantation	Alachua County Sheriff's Office	Hillsborough Area Transit Authority
City of Punta Gorda	Bay County Sheriff's Office	Orlando-Orange County Expressway Authority
City of Sarasota	Clay County Sheriff's Office	Sarasota-Manatee County Airport
City of Sebring	Collier County Sheriff's Office	Northwest Florida Beaches International Airport

2.2 Select Relevant Florida Experience

Because Evergreen has conducted more than 1,400 compensation and/or classification studies throughout the country, we include in this section only a sample of some of our similar local government work in the State of Florida.

Classification and Compensation Study
City of New Smyrna Beach

Evergreen Solutions was retained by the City of New Smyrna Beach to conduct a Classification and Compensation Study. Evergreen's consultants conducted a comprehensive evaluation of the City's Pay Plan and compensation policies as they related to all City position classifications and provided recommendations to classify/reclassify positions and provided updates to job descriptions.

Evergreen further conducted a comprehensive compensation survey to include salaries, wages, supplemental pay, and benefits of like cities considered as the appropriate labor market within the State of Florida. Based upon results of the survey, Evergreen recommended revised a salary classification and compensation plan for the City Commission's consideration. Based upon the recommended classification grades, and existing salaries, Evergreen's consultant recommended proper placement within proposed classifications, and recommended appropriate "equity adjustments".

In the end, Evergreen developed and recommended an implementation plan for adoption of the proposed classification plan and salary adjustments to include an estimated fiscal impact, with options for a multi-year implementation.

Job Classification and Compensation Study
City of Melbourne

Evergreen Solutions was retained by the City of Melbourne to conduct a Job Classification and Compensation Study. Evergreen reviewed the City's salary and benefit structure and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position. Evergreen examined all job descriptions to include a review of position FLSA designations; essential functions; minimum qualifications, license requirements, working conditions, etc.., provided recommended updates and/or changes, established criterion for the selection of survey participants with City staff members, prepared a survey to send to the participants, and prepared recommendations based on the results.

Evergreen addressed compression/equity issues between pay grades and classifications and established an equitable classification methodology and salary ranges to provide for the recruitment and retention of qualified staff as well as the equitable relationships of one job to another within the organization. Recommendations were provided to classify/reclassify positions as appropriate. In addition, a recommendation was made for a new

compensation plan that is fair and equitable in order to attract, motivate, and retain a quality workforce. Evergreen provided three (3) separate proposed pay plan structures based on salary scales that are 90%, 100% and 110% of the surveyed labor market.

Compensation and Classification Study and Staffing Analysis
City of Dayton Beach Shores

Evergreen Solutions was retained by the City of Daytona Beach Shores to conduct a Compensation and Classification Study that included a staffing analysis and the development of a Performance Appraisal System. Evergreen's consultants assessed the conditions within the City's current compensation and classification systems and provided a summary. The Job Assessment Tool (JAT) and Management Issues Tool (MIT) was used to build a projected classification plan and develop preliminary recommendations. Evergreen prepared and conducted a customized market salary survey and provided an external assessment summary, as well as a staffing analysis. Comparison data from a representative group of comparable targets were included in the analysis. A final report was developed, outlining the methodology and results of the study, including all market research and recommendations. Recommendations were also developed for future Compensation Administration and updating and creating new job descriptions.

Classification and Compensation Study
City of Cocoa

Evergreen Solutions was hired by the City of Cocoa, located in Brevard County, to conduct a Classification and Compensation Study for its 444 employees. Evergreen's consultants performed a comprehensive survey of the City's job classifications, pay structures and benefits and provided recommendations to the City for implementation of the proposed changes in order for the City to maintain internal and external equity.

The City's objectives for the study were: to attract and retain qualified workers who will be paid an equitable salary and benefit package; provide fair salaries for all workers of the City; and provide a salary structure that enables the City to maintain a competitive position with other cities and companies within the same geographic area.

The City's current Pay and Classification Plan consisted of four different classifications:

- General Employees: The current pay structure is set up in pay grades with steps (varying in numbers, up to 16 steps).

- Laborers' International Union of North America (LIUNA): These positions consist of 16 different pay grades with established minimum and maximum pay ranges.

- Coastal Florida Police Benevolent Association (PBA): These positions consist of three (3) different pay grades with established minimum and maximum pay ranges.

- International Association of Firefighters (IAFF): These positions consist of two different pay grades with established minimum and maximum pay ranges.

Pay and Classification Study
City of Jacksonville Beach

Evergreen was retained by the City of Jacksonville to conduct a Pay and Classification Study. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen Identified a list of market survey benchmarks and conduct a market survey. Evergreen provided the City with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration.

Compensation Study
City of Jacksonville

Evergreen Solutions was retained by the City of Jacksonville to conduct a Compensation Study for Forensic Pathologists. Evergreen conducted a market salary and benefits survey with 25 peer organizations in order to produce a pay plan(s) for the positions of District Chief Medical Examiner and Associate Medical Examiner that best met the needs of the City from an external equity standpoint. In conducting the market salary and benefits survey, Evergreen examined the following:

- base salary, bonuses, incentive, etc.;
- health, dental, vision, and life benefits;
- accrued time off;
- holidays;
- retirement plan options;
- estimated future adjustments due to cost-of-living increases, general wage adjustments, or for any other reason;
- minimum requirements of the positions; and
- cost of living analysis as compared to Jacksonville.

Evergreen provided a final report for the City of Jacksonville's Leadership that included recommendations for employee salary adjustments.

Classification and Compensation Study
City of Lake City

Evergreen Solutions was retained by the City of Lake City to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the City's current classification and compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan. **Note:** Evergreen also completed a second study in 2019 by updating the City's Compensation Plan.



Compensation Study
City of Flagler Beach

Evergreen Solutions is retained by the City of Flagler Beach to conduct a Compensation Study. Evergreen will conduct a salary survey to determine the City's competitiveness in the market. **Note:** This project is nearing completion.



Compensation Study
City of Bunnell

Evergreen Solutions was again engaged with the City of Bunnell to conduct a Compensation Study. Evergreen's consultants compared the City to what other local jurisdictions were doing as it related to salary ranges, steps within ranges, and range spreads and made recommendations that will improve the City's position in the market and its ability to recruit and retain qualified employees. **Note:** Evergreen previously conducted a Classification and Compensation Study for the City in 2007.



Classification and Compensation
City of Wildwood

Evergreen Solutions was retained by the City of Wildwood to conduct a Classification and Compensation Study. Evergreen conducted a job analysis in order to determine internal equity and to update job descriptions. Evergreen's consultants also reviewed the City's current compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations.



Salary and Benefits Survey
City of St. Cloud

Evergreen Solutions was retained in 2014 by the City of St. Cloud to conduct a Salary and Benefits Survey. Evergreen's consultants reviewed the effectiveness of the City's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.
Note: Evergreen was previously hired to conduct a Compensation and Classification Study for the City.

Salary Survey and Job Analysis on Selected Positions
City of Kissimmee

Evergreen Solutions was hired last year by the City of Kissimmee to conduct a Salary Survey as well as a Job Analysis on selected positions (i.e., Police and Fire). The intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers so that a determination could be made regarding the City's competitive position within the marketplace. **Note:** Evergreen previously conducted a Salary, Benefits, and Classification Study for the City. In addition, Evergreen was recently hired to conduct a comprehensive Classification and Compensation Study.

Evergreen was hired again in 2023 to conduct a Classification and Compensation Plan Update.

Classification, Compensation and Other Related Services Study
City of Maitland

Evergreen Solutions was retained by the City of Maitland to conduct a comprehensive evaluation of their compensation and classification plans and practices. Employees participated in the project by attending focus groups, participating in interviews, and completing Job Assessment Tool surveys to determine the accuracy and equity of the classification plan. In addition, pay ranges were analyzed in the public and private sector to determine the competitiveness of the City's pay plan for all included jobs. Recommendations were provided to improve the accuracy, fairness and equity of the overall plan.

Classification and Compensation Study
City of Winter Park

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.

Compensation and Classification Study
City of Deltona

Evergreen Solutions was hired by the City of Deltona to conduct a Compensation and Classification Study including all non-sworn positions and provide recommendations for implementation of a revised pay plan. The study included all non-sworn employees and classifications in the City. As part of the study, the Evergreen Solutions Team conducted orientations, focus groups, and interviews with employees and collected Job Assessment Tools (JATs) from employees. Evergreen Solutions consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. A detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan. Finally, revised class descriptions were developed using information obtained during the JAT process, and training was provided to City staff to maintain the recommended compensation and classification system.

Compensation Consulting Services
City of Orlando

Evergreen was retained by the City of Orlando to provide compensation consulting services. Evergreen analyzed the current labor market trends in the Orlando metro area, including the pay increases being offered by Disney between 2019 and 2020; collected information from public entities in the Orlando metro area regarding how they were responding to turnover and talent shortages; examined best practices on implementing wage floors to address local market changes; proposed several alternatives to the City to address local market changes, especially those related to the increase in the minimum wage to $15 per hour by some private organizations; worked with the City HR staff to model and cost different implementation scenarios; and provided a short summary of the analysis and recommendations.

Note: Evergreen has worked with the City on more than five occasions providing a variety of human resource consulting, including compensation and classification studies for various employee groups.

Classification / Compensation Study
City of Orlando

Evergreen was again hired in 2023 to conduct both a Classification and Compensation Study of its total workforce (i.e., 4,500 employees). Evergreen has already completed the compensation study and provided recommendations on how the City can be more competitive in the market. Evergreen is currently completing a classification study to determine whether the City's more than 50 classifications are internal equitable and properly classified.

Classification and Compensation Job Classification Analysis
City of St. Petersburg

Evergreen Solutions was retained by the City of St. Petersburg to conduct a Job Classification Analysis in order to update and produce approximately 648 legally-compliant job descriptions that would include 6 – 8 core competencies each. Evergreen's consultants: analyzed all city job descriptions, both full-time and part-time positions, and determined the core competencies for each classification; and revised classifications and competencies that formed the foundation of the City's recruitment, learning management, performance management, and succession planning programs.

Evergreen met with HR staff and department heads to discuss roles, competency model options, and project processes and adjusted the competency survey that was used in conjunction with the Job Assessment Tool (JAT) that was administered to a representative sample of the City's 3,150 full- and part-time staff. Evergreen reviewed the work performed by each classification and scored and reviewed supervisory comments for any anomalies or discrepancies discovered. Evergreen created task inventory and job families based on JAT responses and organizational charts and identified the degree of overlap in tasks between jobs in similar job families. From this, Evergreen identified root factors in each task grouping and linked to any underlying behavioral factors.

Classification and Compensation Study
City of Clearwater

Evergreen Solutions was retained by the City of Clearwater to conduct a Classification and Compensation Study. Evergreen's consultants reviewed and evaluated the existing classification/compensation system and benefits structures; developed a new methodology for pay structures and guidelines to address internal equity and external competitiveness (a salary survey or market study of benchmark jobs against comparable positions in other governments and relevant industries); and prepared updated pay plan schedules.

Classification and Compensation Services
City of Dunedin

Evergreen Solutions was engaged with the City of Dunedin to provide and Classification and Compensation Services. Evergreen analyzed each position within the City by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; assessing classifications within positions; and making FLSA determinations. Evergreen presented a proposed classification structure to City management, including a cost analysis for positions that would require adjustments. Evergreen also conducted a comprehensive survey of public and private labor market comparable designed to include salary ranges, and actual salaries to ensure that the City's compensation was equitable and competitive relative to internal factors and external markets.

Classification and Compensation Study
City of Fort Myers

Evergreen Solutions was hired the City of Ft. Myers to conduct a Classification and Compensation Study for all employee groups (i.e., Police Union – Sworn only; Fire Union and General Union and Non-bargaining). The study will include comprehensive classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An evaluation of external equity including a salary survey of competing organizations will also be conducted. The project will conclude with a series of findings and recommendations designed to identify and recommend resolution of any inequities in the system and, if necessary, redesign the existing system in place for the City
Note: Evergreen was again hired in 2020 to conduct a Compensation Study for the City as well as a Staffing Study of the Police Department.

Compensation and Classification Study
City of North Port

Evergreen Solutions was retained by the City of North Port to conduct a Compensation and Classification Study by performing a market study to assess the City's existing compensation and classification plan. The goals for the study were to: assess the current compensation and classification structure; identify and address internal compensation inequities and recommend adjustments to job titles to better fit assigned duties where necessary; review job families/hierarchies throughout the organization; support a market-driven compensation plan and system that is designed to incentivize, recognize and retain its employees; recommend changes to pay plan and classification structure; review the total compensation package (salary plus benefits); recommend how to implement tools and techniques to support an ongoing reclassification process that will enable the organization to maintain its competitive place in the market; and provide findings and recommendations in a comprehensive report.

Classification and Compensation Study
City of Sarasota

Evergreen Solutions was retained by the City of Sarasota to conduct a classification and compensation analysis of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.

Compensation, Classification, and Benefits Study
City of Palm Beach Gardens

The City of Palm Beach Gardens entered into a contract with Evergreen to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks up-to-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal.

The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled.



Compensation Study
City of Hollywood

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees and then again for AFSCME employees (i.e., approximately 66 Professional and Supervisory employees in 38 different job classifications). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/ retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan.





Benchmark Compensation Study
City of Plantation

Evergreen Solutions was retained by the City of Plantation to conduct a Benchmark Compensation Study and develop a city-wide compensation plan for the City, taking into account internal and external equity. Evergreen developed recommendations and guidelines for the continued administration and maintenance of the compensation structure, including recommendations and guidelines related to how employees will move through the pay structure/system as a result of transfers, promotions, demotions and employees whose base pay is at the maximum of their pay range in their positions; including proposal for the proper mix of pay, how often to adjust pay scales and survey the market, and how to keep the system fair and competitive over time. **Note:** Evergreen was again hired in 2021 to conduct a Job Classification and Compensation Study and in 2023 to conduct a Compensation Plan Update.



Job Classification and Compensation Study
City of Sunrise

Evergreen Solutions was engaged with the City of Sunrise to conduct a Job Classification and Compensation Study of its 1,200 employees. The City is at the geographic center of the tri-county metropolitan area comprised of Miami-Dade, Broward and Palm Beach Counties and has a reputation for strong financial management, aggressive economic development, outstanding police and fire rescue services, leadership on regional issues, and support for its public schools.

Evergreen conducted a comprehensive evaluation of the City's current classification structure and related policies and practices as well as a comparative analysis of position classifications to determine relative work within the organization and for the establishment of appropriate pay grades. Evergreen worked with the City to identify the proposed labor market and benchmark classes and public and private agencies/markets that were similarly situated to the City to include in the salary survey. A comprehensive total compensation and benefits survey was distributed to comparable peers that not only assessed job titles but also accounted for actual corresponding job duties and responsibilities.

Evergreen further conducted interviews with employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel in order to validate the information pertaining to job duties. Information was obtained from employees through the distribution of a job assessment tool Evergreen used the information obtained from the JAT to perform a job analysis to verify and validate information with existing job descriptions to determine if classifications were correctly allocated in an organizational hierarchy.



In the end, Evergreen summarized the methodology, techniques, and data used to develop the proposed compensation and classification plan and provided recommendations for a classification and compensation structure that reflected the City's overall classification and compensation strategies. Evergreen further recommended pay grades, grade pricing and salary ranges for all existing and proposed classifications.

Employee Compensation Consultant Services
City of Coral Springs

Evergreen Solutions was engaged with the City of Coral Springs to provide employee compensation consultant services. The purpose and intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers and to determine the City's competitive position within the marketplace. Evergreen analyzed each position within the City by conducting interviews and evaluating position descriptions and duties. Evergreen also interviewed department heads and assessed classifications within positions to determine whether classifications need to be revised. Based on the review, Evergreen recommended pay and classification strategies for the City in order to attract and retain talented employees. **Note:** Evergreen Solutions was again hired in 2021 by the City of Coral Springs to conduct a market salary survey.

Classification and Compensation Study
City of Sunny Isles Beach

Evergreen Solutions was retained by the City of Sunny Isles Beach to conduct a classification and compensation study for all its employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system. **Note:** Evergreen was again hired in 2024 to conduct a pay plan update.

Salary Survey
City of Dania Beach

Evergreen Solutions was retained by the City of Dania Beach to conduct a salary survey to compare 40 benchmark positions against municipalities of comparable size within the tri-county area, and to make recommendations to improve the competitiveness of the City in recruiting and retaining qualified staff.

Compensation Study
City of Boca Raton

Evergreen was hired by City of Boca Raton to conduct a Compensation Study for its workforce of 1,550 employees. Evergreen will conduct a comprehensive market-based survey and analysis of the City's current salary ranges and employee compensation. Evergreen will also produce a pay plan for the City, develop strategic positioning recommendations and opportunities, and provide options to address salary progression and compression considering internal and external equity to ensure competitiveness within the market. Evergreen will prepare implementation strategies and a cost analysis for the pay plan and compensation recommendations.

Compensation and Classification Study
City of Miami Beach

Evergreen Solutions is retained by the City of Miami Beach to conduct a Compensation and Classification Study for 600 benchmark jobs that were identified by the City Human Resources Department. Evergreen worked with the City to identify comparable cities and public sector organizations in South Florida to review the effectiveness of the City's current salary plan as it related to market competitiveness for attracting and retaining quality employees. The study was conducted in two phases. Phase 1 consisted of 300 positions (i.e., classifications) and Phase 2 also consisted of 300 positions. Therefore, only those employees that were covered by the 300 positions were included in each phase of the study. **Note:** This project is nearing completion.

Compensation Study
City of North Miami Beach

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology— and how to implement, administer, and maintain the recommended compensation system—was accomplished. **Note:** Evergreen was again hired in 2021 to conduct a Compensation and Classification Study.

Classification and Compensation Study
City of South Miami

Evergreen Solutions was retained by the City of South Miami to conduct a Classification and Compensation Study. Evergreen conducted a job analysis to ensure internal equity and to update job descriptions. Evergreen also conducted a market salary survey by collecting salary data from peer organizations in order to provide recommendations that will allow the City to better retain and attract a well qualified workforce.

Pay and Classification Study
City of Doral

Evergreen Solutions was engaged with the City of Doral to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, salaries were analyzed in the public and private sector to determine the appropriate salary for all included jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen was previously hired to conduct a Compensation, Classification, and Value Engineering Study.

Classification and Compensation Study
City of Coral Gables

Evergreen Solutions was retained by the City of Coral Gables to conduct a Classification and Compensation Study. Evergreen's consultants conducted a job analysis in order to determine the appropriate classification structure for the City and to update job descriptions. Evergreen also conducted a salary survey for the purpose of ensuring that the City's pay plan was competitive in the market for retaining and recruiting a talented workforce.

Compensation and Benefits Study
City of Homestead

Evergreen Solutions was engaged with the City of Homestead to conduct a Compensation and Benefits Study. Evergreen conducted an analysis of pay and leave benefits including holidays, sick leave, administrative leave, and vacation against the market and provided recommendations to allow the City to be more competitive in the market for retaining and recruiting employees.

Compensation Analysis
City of Orange City

Evergreen Solutions was engaged with the City of Orange City to conduct a Compensation Analysis. Evergreen's consultants estimated the City's market position, refined pay plan, and slotted incumbents based on data that was collected from the region.

Salary Survey
City of Temple Terrace

Evergreen Solutions was retained by the City of Temple Terrace to conduct a Salary Survey. Benchmark positions were selected and compared against market peers to determine equitable pay for City employees. Evergreen's recommendations improved the competitiveness of the City and helped prepare it for future recruitment challenges.

Comprehensive Classification and Compensation Study
City of Panama City Beach

Evergreen Solutions was hired by the City of Panama City Beach to conduct a Comprehensive Classification and Compensation Study by reviewing job descriptions, position classification schedules, pay plans, and compensation programs for approximately 255 non-union City employees. Evergreen presented a methodology that accurately and fairly measured compensable factors, allowed proper and equitable cross comparisons of compensable factors for classes, and minimized the appearance of possible prejudices on the part of the City administration.

In the end, Evergreen provided written procedures for maintaining pay plans, reviewed general practices, and made recommendations for improvements to the current classification and compensation structure based upon the results of the market and benefit survey and the classification analysis. Further, Evergreen designed and recommended an implementation plan for the updated compensation strategy with the lowest impact to both the minimum and maximum points of the updated pay plan and the greatest gain to positions that fell outside of the updated and designated range. Evergreen also recommended administrative procedures to maintain fairness and competitiveness of the position classification and compensation plan after implementation and recommended final pay schedules with projected costs based on a range of alternative implementation plans.

Compensation Study
City of Panama City Beach

Evergreen Solutions was hired in 2023 by the City of Panama City Beach to conduct a Compensation Study. Evergreen collected relevant data; identified up to 15 targets and 30 classifications for a market salary survey; developed and conducted a salary survey and analyzed results; reviewed up to 10 job descriptions for possible reclassification; provided recommendations for updates/changes to the pay plan, including implementation options, based on market survey results; and prepared and deliver a draft and final report. **Note:** Evergreen previously conducted a Classification and Compensation Study for the City.



Comprehensive Classification and Compensation Study
City of Panama City

Evergreen was retained by the City of Panama City to conduct a Comprehensive Classification and Compensation Study for 545 non-union positions/employees, including approximately 79 firefighters, 92 police officers, and 5 elected officials in 190 job classifications. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen reviewed the City's current performance evaluation system, tools and procedures, and made recommendations for necessary changes to the system. Recommendations were also provided to improve fairness and equity of all jobs within the City. Select City staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system were accomplished. Evergreen made recommendations regarding enhancements to the City's current performance evaluation system and provided the City with a performance evaluation tool. **Note:** Evergreen was again hired by the City of Panama City to conduct a salary survey update.



Pay and Classification Study
City of Fort Walton Beach

Evergreen Solutions was hired by the City of Fort Walton Beach to conduct a Pay and Classification Study for its 320 employees. Evergreen conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conducted personal interviews with employees, supervisors, and directors to determine whether classifications were correctly placed in organizational hierarchy and if individual positions were classified correctly.

Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, actual salaries, and



benefits information to ensure the City of Fort Walton Beach's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets. Evergreen conducted a comparison of existing benefits with market data and comment.

Evergreen recommended and implemented a classification system that could be utilized by City staff at the conclusion of the project. To accomplish this Evergreen's consultants: grouped positions based upon duties performed, knowledge, skills and abilities for the position; conducted and analysis that addressed the issue of internal equity; recommended the assignment of each classification to a pay grade; reviewed current job descriptions and revised/updated as necessary; reviewed the City's current assignment of exempt versus non-exempt status as it related to the FLSA and made appropriate recommendations with justification; and provided appropriate adjustments to account for regional cost of living variations.

Compensation Management Services
Flagler County

Evergreen Solutions was hired by Flagler County to provide Compensation Management services. Evergreen Solutions performed the following: conducted a salary and benefits survey of coastal county peers; collected secondary data on the private sector for those classifications that were more impacted by private industry; analyzed benefits and quality of life data to estimate total compensation for County classifications; developed a new pay plan based on market findings and slotted all included classifications; recommended several methods for placing classifications into the new pay plan and estimated the associated cost; ensured that the adopted pay plan and placement methodology supported a three-level method of employee increases; developed an implementation strategy for enacting the recommended changes to the pay grades and placement; provided a written report summarizing the findings and recommendations; and developed and provided training for a new performance evaluation system.

Note: Evergreen was previously hired by the County to conduct a Job Classification and Pay Study in 2016.

Compensation and Classification Study
Alachua County

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;

- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;

- allocate each employee with regard to the new classification structure;

- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;

- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;

- recommend a salary structure, including the number of pay grades, and pay ranges;

- recommend salaries for each classification, as well as recommended salaries for each employee;

- provide a classification maintenance plan;

- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and

- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.

Compensation Study
Lake County

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendation for ranges that

lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.



Compensation Market Salary Survey
Sumter County

Evergreen Solutions was retained by Sumter County to conduct a comprehensive market salary study designed to ascertain the external equity of its compensation plan. The County wanted Evergreen to evaluate its competitiveness with not only the public sector, but the private sector as well. Evergreen employed a methodology that included data from both of these critical markets and took into account the importance of total compensation, including salaries, benefits, and supplements, and provide recommendations for improvements as needed. In addition, Evergreen evaluated the County's classifications to determine whether a functional combination of positions was possible or appropriate, and made administrative recommendations that were designed to assist the County in maintaining the system over time.



Salary and Benefits Review
Hernando County

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications. Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.





Classification and Compensation Study Analysis
Suwannee County

Evergreen was hired by Suwannee County to conduct a Classification and Compensation Study Analysis. Evergreen will perform the following tasks: provide a comprehensive evaluation of every job in the County; establish appropriate benchmarking standard and conduct salary surveys; analyze and recommend changes to the present compensation structure to meet market analysis; update job descriptions; recommend and identify a consistent and competitive market position; conduct a compression analysis to include any recommendations for implementation; and conduct a training program for the Human Resources staff.



Compensation and Benefits Study
Seminole County

Evergreen Solutions was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. **Note:** Evergreen also conducted two other studies for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).



Compensation Study
Osceola County

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.



Compensation Study
Orange County

Evergreen Solutions was retained by Orange County to conduct a Compensation Study for non-represented staff. Evergreen's consultants conducted a salary survey to determine the County's market position and prepared a final report with cost analysis for implementation of all recommendations.

Compensation Study
Sarasota County

Evergreen Solutions was retained by Sarasota County to conduct a Compensation Study. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system. **Note:** Evergreen was again hired in 2023 to conduct a Compensation Study Update.

Classification and Compensation Study
Pinellas County

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that would effectively provide the County with the resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was be to have a credible classification and compensation plan that: allows positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identifies salaries for assigned duties; outlines promotional opportunities and possible compensation growth; identifies pay differential between individual classifications; and identifies relevant labor markets.

Compensation Study
Hillsborough County

Evergreen Solutions was hired in 2022 to conduct a Compensation Study on select positions to determine the County's market position as it related to those positions.

Compensation, Classification, and Performance Management Study
Manatee County

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

Note: Evergreen completed a market survey and compensation analysis update in 2012 and also conducted a Compensation and Classification study of the Information Technology Services Department in 2014.

Salary Study
Highlands County

Evergreen Solutions was retained by Highlands County to conduct a Salary Study for its workforce. The primary goal of the study was to ensure that the County maintained a sound process that provided a classification and pay structure that was fair, equitable, and systematic with a compensation plan that was comparable with other governmental jurisdictions as well as the private sector. The County desired a pay program that was fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruited, and was supportive

of the County's compensation philosophy to be competitive with area markets in order to attract, motivate, and retain quality employees.

Evergreen's consultants evaluated current pay grades (i.e., number of pay grades, including additions, deletions, and/or consolidations) and recommended a strategy for improvements. Evergreen further developed a classification system that facilitated ongoing compensation analysis and reporting and was based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comported with EEOC guidelines for government employers. Evergreen reviewed position titles (including supervisory/management) and recommended a titling structure which defined consistent levels of responsibility across the County.



Classification and Compensation Study
Hardee County

Evergreen Solutions was engaged with Hardee County to conduct a Compensation and Classification Study. Evergreen reviewed existing classification plans, conducted a job analysis, performed a custom salary study, prepared pay plan option schedules, and reviewed and revised select job descriptions.



Classification and Compensation Study
Charlotte County

Evergreen Solutions was retained by Charlotte County to conduct a classification and compensation study for approximately 900 full-time and part-time employees in 250 classification specifications. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. A review of all current classification specifications and job descriptions was made to ensure consistency, compliance with current industry best practices as to form, and compliance with applicable provisions of the Fair Labor Standards Act (FLSA), ADA, PERC (Florida Statute 447.203), and other applicable State and federal laws.

A salary survey was conducted within the appropriate public and private job markets to determine current market pay grade assignment and salary structure commensurate with the job assignment. Evergreen offered criteria for a candidate's or an employee's placement within corresponding zones of the pay range. Recommendations were made for resolving pay compression issues that had been created due to 5 – 6 years of wage freezes compounded by ever-increasing market competitiveness. **Note:** Prior to this study, Evergreen was hired by the County to conduct a Market Salary Survey.



Compensation and Classification Study
DeSoto County

Evergreen Solutions was engaged with DeSoto County to conduct a Compensation and Classification Study. Evergreen reviewed existing classification plans, conducted a job analysis, performed a salary study, prepared pay plan option schedules, and reviewed and revised job descriptions.

Employee Compensation and Classification Study
Indian River County

Evergreen Solutions was retained by Indian River County to conduct an Employee Compensation and Classification Study. The objectives of the study were to:

- perform an audit and analysis of position classifications and determine appropriate classifications and job titles;
- determine FLSA status of exempt or non-exempt for each classification;
- analyze the organizational structure to determine hierarchal structure, realign positions consistent with the market, and identify career ladders;
- provide updated job descriptions for each classification;
- develop a competitive pay plan (administrative, exempt, non-union, Teamsters, and IAFF) and placement of each classification within the pay plan that will support recruitment and retention;
- provide implementation options based on budgetary factors;
- develop compensation and pay administration strategy necessary to maintain a competitive pay plan;
- identify possible disparate wage or organizational compensation concerns and recommended corrective actions;
- provide a job analysis tool to be used when evaluating new positions to be placed in the pay and classification plan;
- provide a performance evaluation tool to assess job performance; and
- provide requested services and deliverables that comply with any and all federal, state and local laws and regulations.

Classification and Compensation Study
Palm Beach County

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the current classification and compensation structure. Evergreen performed the following tasks: conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee; provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.

Compensation Survey
Miami-Dade County

Evergreen Solutions was retained by Miami-Dade County to conduct a Compensation Survey. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations will be provided to improve the fairness and equity in the current system.

Compensation and Classification Study Services
Monroe County

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

Note: Evergreen was again hired by Monroe County in September of 2016 to implement a minimum Living Wage of $31,200 year/$15.00 an hour (This included a determination of issues that arose with supervisory duties or compression of positions; what needed to be done to fix those issues; cost for County implementation with variable options; and publication of analysis). Evergreen also completed a compensation plan update for the County in 2023.



Pay and Classification Study
Gulf County

Evergreen Solutions was engaged with Gulf County to conduct a Pay and Classification Study for its workforce. Evergreen analyzed each position within the County by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; and assessing classifications within positions. In addition, Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, and determined FLSA status (exempt/non-exempt) for positions under federal regulations. Based on this review, Evergreen presented a proposed classification structure to County management, including a cost analysis for positions that required adjustments.

Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that Gulf County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets.



Pay and Classification Study
Bay County

Evergreen Solutions was engaged with Bay County in 2015 to conduct a Pay and Classification study. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. In addition, a salary survey was conducted in the public sector to determine the appropriate pay ranges for 30 benchmarked positions. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen also previously performed a Pay and Classification Study for the County.



Compensation Study
Santa Rosa County

Evergreen Solutions was retained by Santa Rosa County to conduct a Comprehensive Compensation Study. Evergreen performed the following tasks: established criteria for the selection of survey participants; conducted salary survey prepare an analysis based on the results; established equitable salary ranges to provide for the recruitment and retention of qualified staff, equitable relationships of one job to another within the organization, and addressed compression/equity issues between pay grades and classifications; evaluated existing compensation policies and proposed any recommended changes; and prepared and delivered the final report to the County Commission. **Note:** Evergreen was hired again in 2022 to conduct a Compensation Study for the County.

Classification, Compensation, and Benefits Study
Town of Jupiter

Evergreen Solutions was retained by the Town of Jupiter to conduct a classification, compensation, and benefits study of its workforce. Evergreen's consultants reviewed the effectiveness of the Town's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Evergreen conducted a job analysis for ensuring proper classification and internal equity. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.

Compensation and Classification Analysis
Village of Pinecrest

Evergreen Solutions was hired by the Village of Pinecrest to conduct Classification Reviews and compensation market analysis utilizing Job Assessment Tool responses and salary survey processes. Evergreen Solutions consultants conducted on-site orientation sessions and focus group meetings where employees were informed of the content of the JAT and coordinated with Village representatives to conduct the JAT in a timely manner. The Village also contributed to a list of benchmark classifications and targeted peer organizations for the external market analysis. At the conclusion of the study the Village was presented with revised and formatted Job Descriptions which reflect up-to-date job tasks and requirements as well as recommendations and implementation strategies for addressing internal and external equity. Each classification was also reviewed for FLSA compliance.

Compensation Study
Village of North Palm Beach

Evergreen Solutions was retained to conduct a compensation study for the Village of North Palm Beach. The study included evaluating private and public labor market, and making recommendations to improve competitiveness in alignment with the Village's strategic goals. Evergreen's recommendations improved the competitiveness of the Village and helped prepare it for future recruitment challenges.



Compensation and Classification Study
Town of Davie

Evergreen Solutions was engaged with the Town of Davie to conduct a Compensation and Classification Study. Evergreen conducted a comparison analysis of all employees within the Town and analyzed the job tasks for each position surveyed by best match and benchmark pay ranges to local public sector markets. Evergreen conducted a review of job classifications for appropriate internal equity and identify functional overlap and efficiencies in departmental structures and relationships. Evergreen further conducted a job task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conduct personal interviews with employees, supervisors, and directors, as needed. Evergreen identified and designated all high-risk and/or safety-sensitive classifications and included the appropriate pre-employment screening requirements as mandated by federal, state and local statutes.

Evergreen reviewed existing salaries to determine proper placement within proposed classifications, and recommended appropriate "equity adjustments" as needed. Evergreen determined if classifications were correctly placed in organizational hierarchy and reviewed whether individual positions were classified correctly. In the end, Evergreen provided the Town a recommended classification and compensation structure and a system for maintaining the recommended structure.



Compensation Study
Town of Lady Lake

The Town of Lady Lake hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants reviewed and evaluated the Town's compensation policies and procedures and made an assessment of the current conditions. Further, Evergreen worked with the Town to identify peer organizations to use as targets for a survey of salary and benefits. A Final Report was generated, documenting the previous steps of the study, and presented to the Town Commission. Recommendations were made for continued administration of the new compensation system, and training and guidance was provided to the Human Resources Department staff.



Section 3.0
Skills and Credentials of the Designated Team

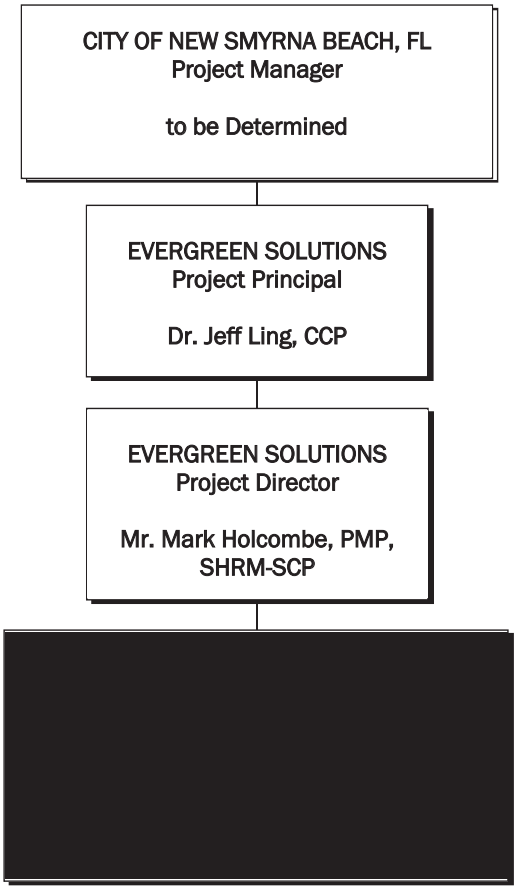
3.0 Skills and Credentials of the Designated Team

In this section, we provide you with the qualifications of our proposed project team through summary resumes. Detailed resumes are available upon request.

3.1 Proposed Project Team

Exhibit 3-1 reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation and Benefits Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the City of New Smyrna Beach.

Exhibit 3-1
Proposed Project Management Organization and Personnel Assignments



City of New Smyrna Beach Project Manager. With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

Evergreen Solutions' Project Principal. Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract and will be our top level of project responsibility.

Evergreen Solutions' Project Director. Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants and will ensure that deliverables are met within specified timelines.

Evergreen Solutions' Project Consultants. Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, conduct orientation sessions and focus groups, administer the Job Assessment Tool (JAT) and Management Issues Tool (MIT), conduct a salary and benefits survey, review and revise job descriptions, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Compensation and Benefits Study to the City of New Smyrna Beach.

3.2 Key Personnel

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement.

Project Principal Dr. Jeff Ling, CCP

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification**– He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal or Project Director for more than 1,400 public sector projects related to Classification and/or Compensation, including more than 200 in the State of Florida.**

- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.

- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.

- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

Project Director
Mr. Mark Holcombe, SHRM-SCP, PMP

Mr. Mark Holcombe has more than ten years of management and consulting experience and is recognized as a certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP). He has been at Evergreen Solutions seven years, during which time he has been promoted through the organization and has led Evergreen's largest local government practice for the past two years. His academic foundation in micro and macroeconomics, combined with his experience leading a business before

joining Evergreen, has given him significant experience in leading teams, modeling and controlling costs, and working to provide a product that meets the needs of all stakeholders. This experience has been instrumental in ensuring that his team is able to translate complex and comprehensive data into actionable insights for his clients.

At Evergreen, Mr. Holcombe's emphasis has been in compensation and classification studies of varying size and scope. He has led projects with cities and counties, colleges and universities, K-12 school districts, transportation organizations, and statewide government organizations. Some of his principal areas of expertise are:

- Refining client compensation and classification systems, ensuring alignment with HR best practices and meeting specific client needs.
- Leading initiatives focusing on market competitiveness for large and complex public sector clients.
- Constructing reports and visuals to share complex findings in an approachable way.
- Crafting complex cost models to facilitate accurate budgetary projections for clients.
- Assessing market data, synthesizing information from a variety of sources to provide comprehensive compensation insights.
- Redesigning classification systems to modernize and streamline titling conventions for entire organizations or within job families.
- Conducting reviews centered around gender and racial equity in compensation systems, ensuring their adherence to local, state, and federal laws and regulations.

A sample of some of the public sector projects that Mr. Holcombe has been involved with include: a Compensation Study for the Flagler County Tax Collector, FL; a Compensation Study for the Manatee County Clerk of the Circuit Court and Comptroller, FL; a Compensation Study for the Highlands County Clerk of Court and Comptroller, FL; a Compensation Study for Highlands County, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for Northwest FL Beaches International Airport, FL; a Compensation Study for the City of North Miami, FL; a Compensation Study for the South Walton Fire District, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study Analysis for Suwannee County, FL; a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, FL; a Compensation Study for the City of Boca Raton, FL; a Classification and Compensation Study for the City of North Miami Beach, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation and Classification Study for the Town of Davie, FL; a Classification and Compensation Study for the Early Learning Coalition, FL; a Classification and Compensation Study for Palm Beach County, FL; a Classification and Compensation Study for the Leon County Sheriff's Office, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Compensation Study for the City of Key West, FL; a Performance Evaluation Study for the City of Key West, FL; a Classification and Compensation Study for Okaloosa County, FL; a Classification and Compensation Study for the Wakulla County Board of County Commissioners, FL; a Classification and Compensation Study for Franklin County, FL; a Pay and Classification Study for Jefferson County, FL; a

Compensation Plan Update for the Florida Sheriff's Association; a Classification and Compensation Study for the Monroe County Sheriff's Office, FL; a Compensation Study for Brevard County, FL; a Salary Survey for the City of Sopchoppy, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of Fort Myers, FL; a Strategic Plan for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Leon County Clerk of the Court and Comptroller, FL; a Classification and Compensation Study for the Town of Hilliard, FL; a Review of Compensation for the Fire Department for Sarasota County, FL; a Staffing Study for the Fort Myers Police Department, FL; a Classification and Compensation Study for Pinellas County, FL; a Compensation Study for the City of Zephyrhills, FL; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Milton, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Staffing Study for the City of Fayetteville, GA; a Compensation Study for the City of Commerce, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Auburn, AL; a Pay and Classification Study for Dorchester County, SC; a Classification and Compensation Study for the City of Mauldin, SC; a Compensation Study for Laurens County, SC; an Organizational Assessment of the HR Department for York County, SC; a Comprehensive Classification and Compensation Study for the City of Fayetteville, NC; a Market Salary Survey for the City of Rocky Mount, NC; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Plan for the City of Petersburg, VA; a Classification and Compensation Study for the City of Hopewell, VA; a Classification and Compensation Study for Loudoun County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Consulting Services for Chesterfield County, VA; a Market Salary Survey for Chesterfield County, VA; a Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Compensation and Classification Study for Bedford County, VA; a Compensation Consultation Services for Genesee County, NY; a Classification and Compensation Study for Frederick County, MD; a Compensation Study for the City of Baltimore, MD; a Classification Study for Talbot County, MD; a Compensation Study for Allegany County, MD; an Employee Compensation and Classification Study for the City of Takoma Park, MD; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; an Employee a Compensation Study for the County of Montgomery, PA; a Comprehensive Classification and Compensation Study for the Kentucky League of Cities; a Classification/Pay Plan Structure and Compensation Study for the Louisville Regional Airport Authority, KY; a Compensation Study for the Knox County Sheriff's Office, TN; Classification and Compensation Consulting Services to the City of Clarksville, TN; a Classification and Compensation Study for Jasper County, MO; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Fulton, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Classification and

Compensation Study for the City of Leawood, KS; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation Study for the City of Buda, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for the City of Alpine, TX: a Compensation Study and FSLA Review for the City of La Porte, TX; a Compensation and Benefits Study for the City of Portland, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Compensation and Classification Study for the Woodlands Township, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Compensation and Classification for the City of Denton, TX;; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation and Benefits Survey and Analysis for the City of Deer Park, TX; a Compensation Study for the City of Big Spring, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Compensation Study for the City of Brownsville, TX; a Wage and Compensation Study for Jefferson County, TX; a Compensation Study for Aransas County, TX; a Classification and Compensation Study and Analysis for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Compensation Study for Sedgwick County, KS; a Compensation Study for Grand County, CO; a Compensation and Classification Study for Garfield County, CO; a Classification and Compensation Study for the City of Prescott, AZ; a PTO Survey for the City of Prescott, AZ; A Compensation Study for the City of Flagstaff, AZ: a Classification, Compensation, and Benefits Study for Yavapai County, AZ: a Compression Analysis and Pay Equity Study for the Town of Prescott Valley, AZ; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Yucaipa, CA; a Comprehensive Compensation Study for the City of Crescent City, CA; a Consultant Services for a Study of the City's Compensation Plan and Benefits for the City of Sangar, CA; A Classification and Compensation Study for the City of Sacramento, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Classification and Compensation Study for the City of West Hollywood, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA; a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Classification and Compensation Study for the City of Fresno, CA; a Total Compensation Study for the City of Moorpark, CA; a Compensation Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study Services for the City of Bell Gardens, CA; a Classification and Compensation Study for Inyo County, CA; a Compensation Study for the City of Bend, OR; a Professional Technical and Expert Services for the City of Portland, OR; a Classification and Compensation Study for the City of Ridgefield, WA; and a Job Classification Market Study for the City of Bellingham, WA.

Mr. Holcombe holds a Bachelor's Degree with a dual major in Economics and Criminology from Florida State University. He is a certified Project Management Professional (PMP) and holds a SHRM-SCP certification.

Project Consultant
Mr. Rob Williamson

Mr. Rob Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties' 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations. This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association. He was a Keynote speaker for the Florida American Water Works Association for its Fall Conference Opening General Session in 2023.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

A sample of some of the public sector projects that Mr. Williamson has directed or been involved with include: a Classification and Compensation Study for the City of Wildwood, FL; a Classification and Compensation Study for the City of Brooksville, FL; a Compensation Study for the City of Holmes Beach, FL; a Classification and Compensation Study for the City of South Miami, FL; a Classification and Compensation Study for the City of Palm Beach Gardens, FL; a Staffing Study for the City of Naples, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Palmetto, FL; a Comprehensive Compensation Study for Keys Energy Services, FL; a Compensation Study for the Indian River County Property Appraiser's Office, FL; an Employee Classification and Compensation Survey for the Okeechobee Utility Authority, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Pay Plan Study for Peace River Manasota River Water Supply Authority, FL; a Human Resources Compensation Study for the Florida Municipal Power Agency, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the Miami Shores Village, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the City of Oldsmar, FL; a Classification and Pay Plan Study for the City of Panama City Beach, FL; a Compensation Study for the City of Panama City Beach, FL; a Classification and Compensation Study for the City of Boynton Beach, FL; a Compensation Study for the Florida Bar, FL; a Compensation Study for the City of Bradenton,

FL; a Classification and Compensation Study for the Town of Lake Hamilton, FL; a Compensation Study for the City of Plantation, FL; a Classification and Compensation Study for the City of Kissimmee, FL; a Compensation Study for the Town of Oakland, FL; a Classification Study for Cherokee County, GA; a Compensation Study for Spalding County, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study and Analysis for the City of Riverdale, GA; a Classification Study for the City of Clarkston, GA: a Salary Survey for the City of Garden City, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of Dalton, GA; a Classification and Compensation Study for the City of Hampton, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study and Analysis for the City of Lawrenceville, GA; a Compensation Study for the City of Sandersville, GA; a Compensation Study for the City of Cedartown, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the City of Duluth, GA; a Classification and Compensation Study for the City of Madison, AL; a Classification and Compensation Study for the City of Auburn, AL; a Compensation Study for the City of Daphne, AL; a Compensation Study for the City of Opelika, AL; a Compensation and Benefits Study for the City of Mobile, AL; Classification and Compensation Study Services for Dillon County, SC; a Compensation and Classification Study for Greenwood County, SC; a Compensation Study for the Town of Central, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Compensation Study for the City of Pickens, SC; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Classification and Compensation Study for Ashe County, NC; a Classification and Compensation Study for the Town of Huntersville, NC; a Compensation and Classification Study for the Town of Wendell, NC; a Classification and Compensation Study for the City of Burlington, NC; a Classification and Compensation Study for the City of Southport, NC; a Classification and Compensation Study for the City of High Point, NC; a Compensation Study and Pay Equity and Representative Analysis for the Town of Chapel Hill, NC; a Classification and Compensation Study for Onslow County, NC; a Classification and Compensation Study for Dare County, NC; a Classification and Compensation Study for Culpeper County, VA; an HR Market Study for Botetourt County, VA; a Job Classification and Compensation Study for the Town of Wethersfield, CT; a Classification and Total Compensation Study for the Town of Plainville, CT; a Compensation Study for the City of Portsmouth, NH; a Classification and Total Compensation Review for the City of Manchester, NH; a Compensation Study for the City of Morristown, TN; a Compensation Study for the City of White House, TN; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Compensation and Classification Study for the City of Minneapolis Department of Public Works, MN; a Total Compensation

Study for Genesee County, MI; a Job Market Survey for New Braunfels Utilities, TX; a Compensation Study for the City of Aransas Pass, TX; a Classification and Compensation Study for the City of Del Rio, TX; a Comprehensive Classification and Compensation Study for the City of Port Arthur, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the Town of Addison, TX; a Total Compensation and Benefits Study for Calaveras County Water District, CA; and a Classification and Compensation Study for the West Basin Municipal Water District, CA.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.

Project Consultant
Mr. Karl Fuchs

Mr. Karl Fuchs serves as a Senior Consultant at Evergreen Solutions. He has over 25 years of distinguished experience, specializing in public sector human resources, organizational design, and performance management. He excels in collaborating with clients to deliver targeted and impactful solutions utilizing his extensive knowledge of human resources best practices, employment law, and regulatory compliance.

Before joining Evergreen, Mr. Fuchs held the position of Human Resources Director for a local government. In that role, he implemented innovative recruiting strategies that effectively reduced time to hire, enhanced employee retention through targeted incentives and streamlined legacy processes which expedited personnel actions. He also effectively engaged in labor relations with collective bargaining units. As a retired veteran of the Marine Corps, he has an extensive background in leading diverse teams and is a recognized authority in assessing organizational climate. His prior experience with the military as a Manpower, Plans, and Operations Analyst is marked by his ability to conduct thorough staffing analyses and operationalize organizational design.

A sample of some of the public sector projects that Mr. Fuchs has been involved with include: a Compensation Study for Highlands County Clerk of the Circuit Court and Comptroller, FL; a Classification and Compensation Study for the Town of Ft Myers Beach, FL; a Classification and Compensation Study for the City of South Miami, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of Palmetto, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for Manatee County, FL; a Classification and Compensation Study for Okaloosa County, FL; Compensation Consulting Services for Pasco County, FL; a Compensation and Classification Study for Jefferson County, FL; a Classification and Compensation Study for Franklin County, FL; a Compensation Study for Sarasota County, FL; a Human Resources Compensation Study for the Florida Municipal Power Agency, FL; a Compensation and Classification Study for the City of Clearwater, FL; a Compensation Study for the City of Okeechobee, FL; a Compensation Study for the City of New Port Richey, FL; a Classification Study for the City of

Orlando, FL; a Compensation Study for the City of Doral, FL; a Compensation Study for the Town of Oakland, FL; a Pay Plan, Classification and Compensation Study for Okaloosa Gas District, FL; a Custom Salary Survey and Analysis for St. Johns River Water Management District, FL; a Compensation Study for South Walton Fire District, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of South Fulton, GA; a Salary Survey for the City of Garden City, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for City of Atlanta, GA; a Classification and Compensation Study for the City of East Point, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for the City of Lawrenceville, GA; a Classification and Compensation Study for the City of Mauldin, SC; a Classification and Compensation Study for Richland County, SC; a Compensation Study for the City of Isle Palms, SC; a Compensation and Classification Study for Greenwood County, SC; a Classification and Compensation Study for Jackson County, NC; a Classification and Compensation Study for Onslow County, NC; a Classification and Compensation Study for the Town of Huntersville, NC; a Compensation and Classification Study for the Town of Wendell, NC; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Classification and Compensation Plan for the City of Petersburg, VA; a Compensation Study for the City of Baltimore, MD; a Classification and Compensation Study for Garrett County, MD; a Classification and Total Compensation Study for the Town of Plainville, CT; a Total Compensation Study for Genesee County, MI; a Compensation Study for the City of Fulton, MO; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study and Analysis for Taylor County, TX; a Classification and Compensation Study for Burnet County, TX; a Classification and Compensation Study and Analysis for Matagorda County, TX; a Comprehensive Classification, Compensation, and Staffing Analysis Study for the City of Odessa, TX; a Classification and Compensation Study for the City of Del Rio, TX; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the City of Yucaipa, CA; a Classification and Compensation Study for the City of Fresno, CA; a Comprehensive Classification and Compensation Study for the City of Camarillo, CA; a Compensation and Benefits Study for the Long Beach Management Association, CA; a Compensation Review for Mariposa County, CA; and a Professional Technical and Expert Services for the City of Portland, OR.

Mr. Fuchs holds a Juris Master in Employment Law and HR Risk Management from Florida State University, College of Law, and a Bachelor of Arts in Business Administration, Management from Saint Leo University. He is currently expanding his expertise by completing a Master of Public Administration at the University of North Carolina at Chapel Hill, School of Government.

Project Consultant
Mr. Peter Backhaus

Mr. Peter Backhaus is a Senior Consultant with Evergreen who specializes in salary benchmarking, pay plan design, and public safety markets. He focuses on delivering strategic compensation solutions tailored to meet the unique needs of each client. He has also assisted clients in developing innovative strategies and implementing best practices in classification and compensation. He has worked with a diverse range of clients across various areas of the public sector, including public utilities, public safety units, specialized service districts, transportation authorities, and general local governments.

Mr. Backhaus began his career working in sales through various markets. He quickly transitioned into a role with Verizon's most prominent partner as an account manager, focusing on business relationships and growth. Most prominently in his sales path, he joined a startup as the sales manager to lead a team through client growth and retention, while also developing outbound strategy for adopting new verticals for the company. With the startup, projected targets were exceeded, and several notable clients were guided to successful business paths. He strongly values the relationships developed with his clients and communication through all modes of life.

A sample of some of the public sector projects that Mr. Backhaus has been involved with include: a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Bradenton, FL; a Classification and Compensation Study for Boynton Beach, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Compensation Study for the City of Zephyrhills, FL a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for Okaloosa County, FL; a Classification and Compensation Study for Franklin County, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the City of Flagler Beach, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for Riviera Utilities, AL; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of South Fulton, GA; a Classification and Compensation Study for the City of Hampton, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study for the City of Rome, GA; a Classification and Compensation Study for the City of Eastpoint, GA; a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Kennesaw, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the

City of Duluth, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Compensation Study for the Town of Central, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; a Classification and Compensation Study for Dare County, NC; a Classification and Compensation Study for Culpeper County, VA; a Classification and Compensation Study for the City of Hopewell, VA; an HR Market Study for Botetourt County, VA; a Compensation and Classification Study for Mecklenburg County, VA; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Compensation Study for the City of Jefferson, MO; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Compensation Study for City of Aransas Pass, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation Study for the City of Buda, TX; a Compensation and Benefits Study for the City of Portland, TX; a Classification and Compensation Study for Waller County, TX; a Classification and Compensation Study for the City of Kingsville, TX; Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation Study for the City of Montgomery, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study Services for the City of Santa Ana, CA; a Consultant Services for a Study of the City's Compensation Plan and Benefits for the City of Sanger, CA; a Classification and Compensation Study for Inyo County, CA; a Compensation and Benefits Study for the Victor Valley Transit Authority, CA; a Compensation Study for the City of Bend, OR; and a Professional Technical and Expert Services for the City of Portland, OR.

Mr. Backhaus has a Bachelor's of Science in Economics with Minors in Sociology and Communication.

Project Consultant
Ms. Tara Tabachnik

Ms. Tara Tabachnik is a Consultant with Evergreen Solutions. She began her career at Evergreen as a Junior Analyst and has since developed exceptional skills and knowledge in Human Resources consulting that she applies in her current role as a Consultant. Since joining Evergreen, she has mastered the art of conducting market surveys and market research and has been a great resource to the project teams. She has taken on a lead role with Evergreen's market surveying efforts through the creation of Evergreen's internal data team. She works closely with all project teams by conducting salary surveys, benefits surveys, staffing surveys, and market research for various types of clients.

A sample of some of the more recent public sector projects that Ms. Tabachnik has been involved with include: a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Compensation Study for the Highlands County Clerk of Court and

Comptroller, FL; a Compensation Study for Broward College, FL; a Classification and Compensation Study for St. Petersburg College, FL;A Comprehensive Compensation Study for Valencia College, FL; a Staffing Study for the City of Naples, FL; a Compensation Study for the South Walton Fire District, FL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the City of Fort Myers, FL; a Classification and Compensation Study for the City of Atlanta, GA; a Classification and Compensation Study for the City of Thomasville, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Market Salary Survey for the City of Rocky Mount, NC; Classification and Compensation Study for the City of Norfolk, VA; a Classification and Compensation Study for the City of Falls Church, VA; Consulting Services for a Compensation Program Transition for the City of Newport News, VA; a Position Classification and Compensation Analysis for the College of Southern Maryland; a Classification and Compensation Study for Prince George's County, MD; an Employee Compensation and Classification Study for the City of Takoma Park, MD; a Compensation Consultation Services for Genesee County, NY; a Compensation Study for the City of Seaford, DE; a Classification and Compensation Study for the City of Milford, DE; an Employee Classification and Compensation Study for the City of St. Louis, MO; a Compensation Study for the City of Jefferson, MO; a Classification and Compensation Study for Jasper County, MO; a Classification and Benefits Study for the City of St. Peters, MO; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study for the City of Leawood, KS; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the Town of Addison, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Classification and Compensation Study for the Town of Prosper, TX; a Compensation and Classification for the City of Denton, TX; a Compensation Benchmarking and Structure Analysis for the City of Seguin, TX; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Compensation and Classification Study for Garfield County, CO; a Classification and Compensation Study for the Superior Court of California, County of Monterey, CA; a Classification and Compensation Study for the City of Fresno, CA; a Classification and Compensation Study for the City of Thousand Oaks, CA; a Classification and Compensation Study for Inyo County, CA; a Classification and Total Compensation Study for Whatcom Transportation Authority, WA; a Professional Technical and Expert Services for the City of Portland, OR.

Ms. Tabachnik has an MBA and a Bachelor's Degree in Finance from Florida State University.

Note: A team of experienced analytical and clerical support staff will contribute to this study, as needed.

Section 4.0
Scope, Approach, Anticipated Timeframe and Technological Resources

4.0 Scope Approach, Deliverables, Anticipated Timeframe and Technological Resources

In this section, we provide our approach and methodology for conducting the Compensation and Benefits Study for the City of New Smyrna Beach; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables in the scope of work of the Request for Proposal; and our project timeframe. Note: Our technological resources are described in our approach (e.g., communication plan, software – Job Assessment Tool/*JobForce Manager*, etc.). Evergreen also utilizes excel for much of its analysis. We will train City staff on how to use our resources so that they can maintain recommendations following the conclusion of the study.

4.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct the Compensation and Benefits Study for the City of New Smyrna Beach as our team includes recognized experts in local government human resources management and understands that there is not a "one size fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization's compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City's designated Project Manager, and the Human Resources Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification, compensation, and benefits data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan

Communication is a critical component of a Compensation and Benefits Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Employee Orientation and Focus Groups

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen's consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Department Head Interviews

Evergreen staff conduct one-on-one interviews with department heads/senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Job Assessment Tool and Management Issue Tool

Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

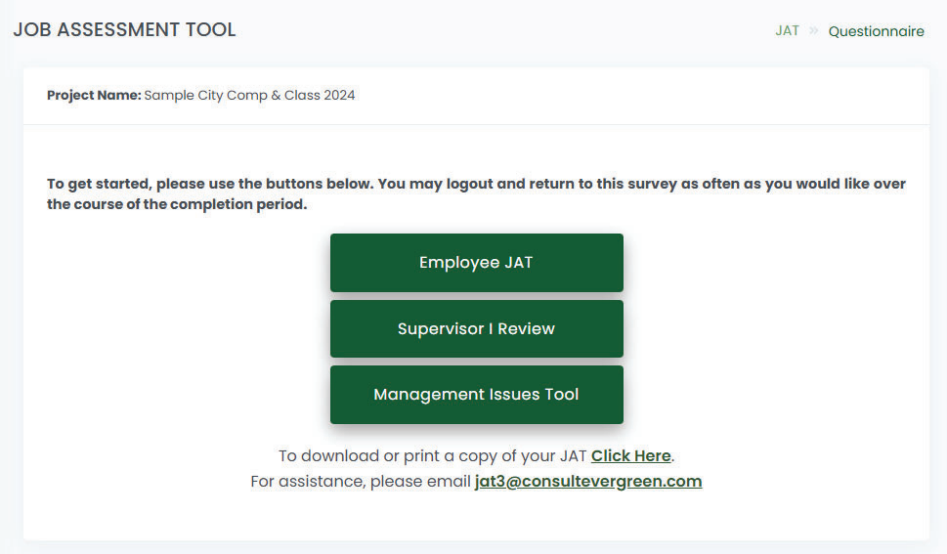
The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

Exhibit 4-1 below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

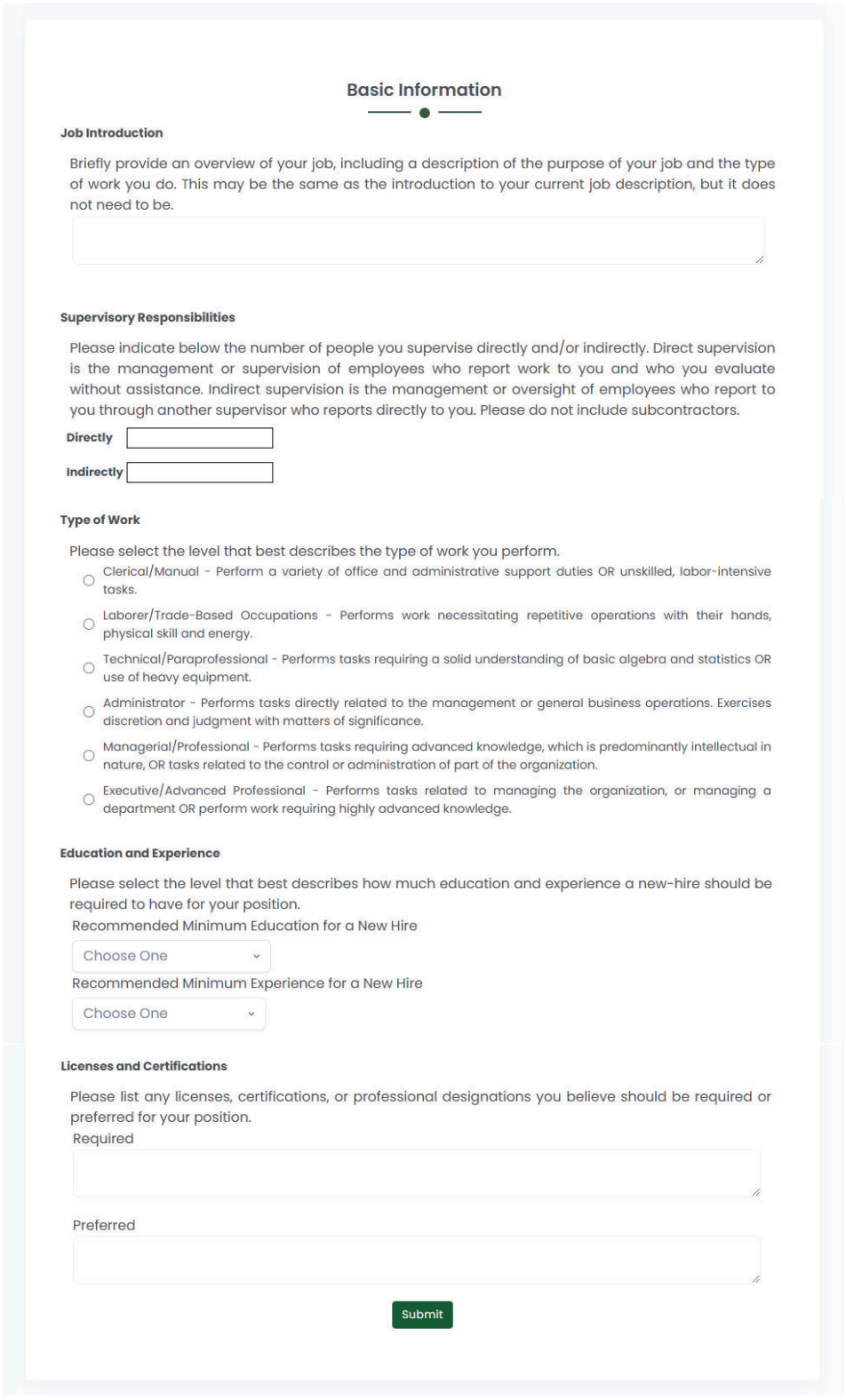
Exhibit 4-1
Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2024

Exhibit 4-2 illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.

Exhibit 4-2
Job Description and Responsibilities



Basic Information

Job Introduction

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be.

Supervisory Responsibilities

Please indicate below the number of people you supervise directly and/or indirectly. Direct supervision is the management or supervision of employees who report work to you and who you evaluate without assistance. Indirect supervision is the management or oversight of employees who report to you through another supervisor who reports directly to you. Please do not include subcontractors.

Directly

Indirectly

Type of Work

Please select the level that best describes the type of work you perform.

- Clerical/Manual - Perform a variety of office and administrative support duties OR unskilled, labor-intensive tasks.
- Laborer/Trade-Based Occupations - Performs work necessitating repetitive operations with their hands, physical skill and energy.
- Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic algebra and statistics OR use of heavy equipment.
- Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
- Managerial/Professional - Performs tasks requiring advanced knowledge, which is predominantly intellectual in nature, OR tasks related to the control or administration of part of the organization.
- Executive/Advanced Professional - Performs tasks related to managing the organization, or managing a department OR perform work requiring highly advanced knowledge.

Education and Experience

Please select the level that best describes how much education and experience a new-hire should be required to have for your position.

Recommended Minimum Education for a New Hire

Choose One

Recommended Minimum Experience for a New Hire

Choose One

Licenses and Certifications

Please list any licenses, certifications, or professional designations you believe should be required or preferred for your position.

Required

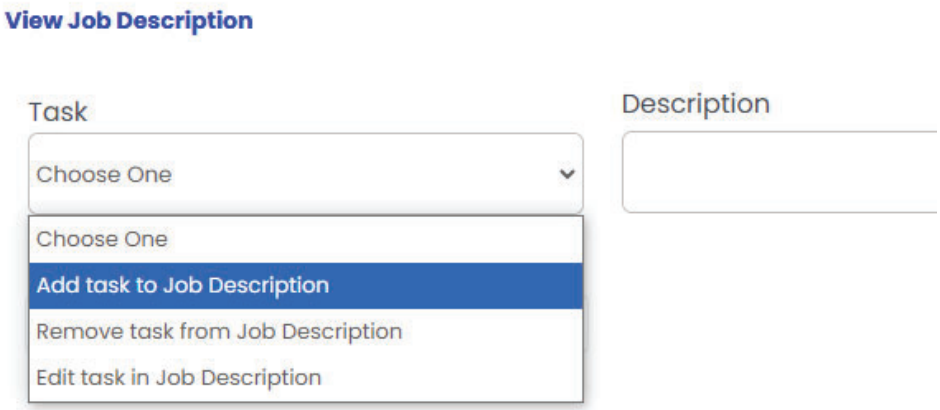
Preferred

Submit

Source: Evergreen Solutions, 2024

Exhibit 4-3 shows a similar page in which employees are asked to list the Essential Functions of their job using their current job description as a starting point (if available). These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.

Exhibit 4-3
Job Functions



Source: Evergreen Solutions, 2024

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as "red flags" to Evergreen staff during the analysis portion of the project.

Preliminary Assessment

As a starting point for analysis, Evergreen's project consultants review the client's database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity, compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.

Job Evaluation

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the

compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Compensation

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

Market Salary and Benefits Survey

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.

Benchmarks

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that

the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

Targets

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

Unifying the Solution

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

Compensation Administration Guidelines

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: ***JobForce Manager***. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, ***JobForce Manager*** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

Exhibit 4-4 displays the interface from ***JobForce Manager*** for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of

compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.

Exhibit 4-4
JobForce Manager Tool

Department	Class Title ▲	JAT Score	JAT Projected Grade Min	JAT Projected Grade	JAT Projected Grade Max	Market Midpoint	Market Projected Grade	Pay Plan (Select)	Grade (Select)	Assigned Min	Assigned Mid	Assigned Max
Finance	Accounting Manager	525.0	E06	E07	E08	$93,351.97	E09	Exempt	E10	$75,599.66	$96,389.57	$117,179.48
Finance	Accounts Payable Clerk	300.0	NE05	NE06	NE08			Non-Exempt	NE07	$29,169.65	$34,214.08	$39,258.50
Finance	Accounts Payable Supervisor	443.8	NE15	NE17	NE18	$72,318.33	NE22	Non-Exempt	NE18	$49,889.99	$58,517.68	$67,145.36
Parks & Recreation	Adaptive Recreation Specialist	400.0	NE12	NE13	NE15			Non-Exempt	NE16	$45,251.70	$53,077.26	$60,902.83
Community Development	Addressing Coordinator	337.5	NE08	NE09	NE10			Non-Exempt	NE18	$49,889.99	$58,517.68	$67,145.36
City Manager's Office	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Community Development	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Engineering	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Legal	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Police	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Public Works	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Public Works	Administrative Assistant	268.8	NE03	NE04	NE05	$45,432.78	NE13	Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Legal	Administrative Assistant-Pt	275.0	NE03	NE05	NE06			Non-Exempt	NE12	$37,228.69	$43,666.79	$50,104.90
Police	Animal Control	387.5	NE11	NE13	NE14	$43,229.82	NE12	Non-	NE14	$41,044.63	$48,142.64	$55,240.65

Source: Evergreen Solutions, 2024

4.2 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct Compensation and Benefits Study for the City of New Smyrna Beach is provided in this section. Evergreen understands the City currently has approximately 323 employees in 150 classifications that will be included in the study.

Our work plan consists of the following 11 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan and Make FLSA Determinations
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Revised Class Descriptions

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final timeline for all project milestones and deliverables.

TASK ACTIVITIES

1.1 Discuss with the City's Project Manager (CPM) and any other key personnel the following objectives:

- the classification and pay plan study process;
- understand mission and current compensation philosophy;
- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials from the City, including:

- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), benefits plans, and classification system; and

1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.

1.5 Provide bi-weekly verbal check-ins and monthly written detailed progress reports to the CPM throughout the study.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City staff

Task 2.0
Evaluate the Current System

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

TASK ACTIVITIES

2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.

2.2 Identify the strengths and weaknesses of the current pay plan(s) for the City. Identify pay compressions issues and discuss solutions with the CPM.

2.3 Complete an assessment of current conditions that details the pros and cons of the current system, taking into consideration compensation and benefits, as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 3.0
Collect and Review Current Environment Data

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

3.1 Schedule and conduct employee orientation sessions to describe the scope of work and methodology.

3.2 Interview department directors to obtain relevant information and statistical data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.

3.3 Hold up focus groups to obtain additional relevant information and statistical data on specific compensation issues and policies.

3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs to employees. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.

3.5 Review any data provided by the City that may provide additional relevant insight.

KEY PROJECT MILESTONES

- Department director interviews
- Employee focus groups and orientation sessions
- JAT/MIT distribution

Task 4.0
Evaluate and Build Projected Classification Plan and Make FLSA Determinations

TASK GOALS

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the City's staff.

TASK ACTIVITIES

4.1 Ensure that all draft class specifications for the City are provided to Evergreen by the CPM.

4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.

4.3 Review job evaluation scores and identify the classification of positions.

4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.

4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.

4.6 Develop recommendations of FLSA (exemption) status based on results of the job evaluation (JAT) review and federal requirements.

4.7 Review recommendations with the CPM.

KEY PROJECT MILESTONES

- Job evaluation scores by class
- Recommended classification changes
- FLSA determinations
- Preliminary job structure based on internal equity

Task 5.0 Identify List of Market Surveys Benchmarks and Approved List of Targets

TASK GOALS

- Identify positions to benchmark for the market salary and benefits survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

TASK ACTIVITIES

5.1 Identify and review with the CPM the classifications that will be used as benchmarks for the market salary and benefits survey. **Note:** Evergreen will work with the CPM to identify up to 100 classifications to use as benchmarks for the market salary and benefits survey.

5.2 Finalize the list of positions with the CPM.

5.3 Develop a preliminary list of organizations for the external labor market survey of salary and benefits, placing a comparative emphasis on characteristics such as:

- size of the organization;
- geographic proximity to the New Smyrna Beach area;

- economic and budget characteristics; and
- other demographic data.

5.4 Review and finalize with the CPM up to 20 peer organizations that will be included in the market salary and benefits survey.

5.5 Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.

5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of surveys.

5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

Task 6.0 Conduct Market Salary and Benefits Survey and Provide External Assessment Summary

TASK GOALS

- Conduct the external labor market salary survey.
- Conduct a benefits survey.
- Provide a summary of the market salary and benefits survey results to the CPM.

TASK ACTIVITIES

6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.

6.2 Develop a listing of the current benefits (i.e., retirement plans; paid time off; and employee insurance coverages and contribution rates for health, dental, vision, group life, group short term disability and other ancillary benefits) provided by the City for comparisons with peer organizations, and any additional benefits.

6.3 Using the list of City provided benefits and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.

6.4 Prepare benefits survey to be included with salary survey developed in Task 6.1.

6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.

6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.

6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.

6.8 Validate all data submitted.

6.9 Develop summary report of external labor market salary and benefits assessment results.

6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM.

KEY PROJECT MILESTONES

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

Task 7.0 Develop Strategic Positioning Recommendations

TASK GOALS

- Determine the City's compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

7.1 Identify the accepted compensation philosophy and accompanying thresholds.

7.2 Using the market salary survey data collected in **Task 6.0,** and the classification data reviewed in **Task 4.0**, recommend the appropriate salary structure/ranges (s) for the City's positions.

7.3 Produce a revised or new pay plan that best meets the needs of the City from an internal and external equity standpoint.

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

Task 8.0 Conduct Solution Analysis

TASK GOALS

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.

8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.

8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.

8.4 Discuss with the CPM potential solutions.

8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.

8.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 9.0 Develop and Submit Draft and Final Reports

TASK GOALS

- Develop and submit a draft and Final Report of the Compensation and Benefits Study to the City of New Smyrna Beach.
- Present the Final Report.

TASK ACTIVITIES

9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as implementation strategies.

9.2 Make edits and submit an electronic and hard copy of the Final Report to the CPM.

9.3 Present the Final Report to City Commission

9.4 Develop a communication plan for sharing study results with employees.

9.5 Develop a plan for maintaining recommendations over time.

KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

Task 10.0 Develop Recommendations for Compensation Administration

TASK GOALS

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.
- Conduct training.

TASK ACTIVITIES

10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by City staff including recommendations and guidelines related to:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Provide recommendations to the CPM for review.

10.3 Finalize recommendations.

10.4 Provide training and instructional tools to the Human Resources Department staff and Management Team to ensure that staff can conduct individual salary audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's ***JobForce Manager*** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Training on Evergreen's ***JobForce Manager*** tool

Task 11.0 Provide Revised Class Descriptions

TASK GOALS

- Update existing class descriptions.
- Create new class descriptions for only those classifications recommended by Evergreen as a result of the job evaluation process.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

TASK ACTIVITIES

11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.

11.2 Discuss any necessary changes to the class description format with the CPM.

11.3 Update classification descriptions based on data gathered from the job evaluation process.

11.4 Create new class descriptions only for those classifications recommended by Evergreen as a result of the job evaluation process.

11.5 Recommend a systematic, regular process for reviewing class descriptions.

KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- Recommendations for regular review of class descriptions

4.3 Proposed Project Timeframe

Evergreen possesses the ability, staff, skills, and tools to conduct a Compensation and Benefits Study in approximately 4.5 months of the project start date and execution of a contract. Our proposed project timeline is based on a tentative start date of April 15, 2025, and a completion date of August 31, 2025, which is within the recommended timeframe in the RFP.

Our proposed project timeframe, as identified in **Exhibit 4-5**, can be modified in any way to best meet the needs of the City of New Smyrna Beach.

Exhibit 4-5
Proposed Project Timeframe

PROJECT TASKS	2025				
	APR	MAY	JUN	JUL	AUG
1.0: Project Initiation					
2.0: Evaluate the Current System					
3.0: Collect and Review Current Environment Data					
4.0: Evaluate and Build Projected Classification Plan and Make FLSA Determinations					
5.0: Identify List of Market Salary and Benefits Survey Benchmarks and Approved List of Targets					
6.0: Conduct Market Salary Survey and Provide External Assessment Summary					
7.0: Develop Strategic Positioning Recommendations					
8.0: Conduct Solution Analysis					
9.0: Develop and Submit Draft and Final Reports					
10.0: Develop Recommendations for Compensation Administration					
11.0: Provide Updated Class Descriptions					

Section 5.0
Fee Proposal

5.0 Fee Proposal

Evergreen Solutions, LLC is pleased to present our proposed fee to conduct a Compensation and Benefits Study for the City of New Smyrna Beach. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our fees are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 4** of our proposal is **$35,500**. Our fee is all inclusive, and includes travel cost (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket fees. Our fee includes two onsite visits to the City to perform the requested work as most of the work can be conducted virtually. **Note:** Any work outside of the scope of work would be billed at $150 per hour or would be negotiated with the City depending on the type of work requested.

Our preferred payment schedule for all tasks is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 8
- 10% - upon completion of Tasks 9 – 11

Note: All invoices are due within 30 days of receipt or the project may be delayed in moving to the next deliverable identified in the detailed work plan for the project.

We are willing to negotiate the time, scope, and price of the basic tasks, or any other options that the City of New Smyrna Beach wishes to identify.

Section 6.0
References

6.0 References

We have provided three references on the attached reference form (Attachment A of the RFP) that we feel demonstrate the breadth and quality of the work our team has performed as it relates to the services being requested by the City of New Smyrna Beach. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: City of South Miami, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 6130 Sunset Drive, South Miami, Florida 33143		
Contracting Agency/Client: Samantha Fraga-Lopez, Deputy City Manager		
Contact Name and Phone #: Samantha Fraga-Lopez (305) 668-2515		
Contact Email Address and Fax #: SFraga-Lopez@southmiamifl.gov (305) 668-3877		
Contract Amount: $32,500	Start Date: 10/12/2023	End Date: 7/31/2024
Project #2:		
Project Name: City of Palm Beach Gardens, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 10500 N. Military Trail, Palm Beach Gardens, Florida 33410		
Contracting Agency/Client: Sheryl Stewart, IPMA-SCP, SLRP, HR Administrator		
Contact Name and Phone #: Sheryl Stewart (561) 799-4132		
Contact Email Address and Fax #: SStewart@pbgfl.com (561) 779-4170		
Contract Amount: $28,500	Start Date: 10/03/2023	End Date: 1/31/2024
Project #3:		
Project Name: Indian River County, Florida		
Type of Project/Service: Employee compensation and classification study		
Address: 1800 27th Street, Vero Beach Florida 32960		
Contracting Agency/Client: Suzanne Boyll, Human Resources Director		
Contact Name and Phone #: Suzanne Boyll (772) 226-1402		
Contact Email Address and Fax #: SBoyll@indianriver.gov (772) 770-1039		
Contract Amount: $68,500	Start Date: 10/17/23	End Date: 10/17/24

Section 7.0
Financial Stability/Litigation

7.0 Financial Stability / Litigation

Evergreen is financially stable and has the necessary resources, human and financial resources, to provide the services at the level required by the City of New Smyrna Beach. Evergreen has no lawsuits against them in the past five years. Evergreen has not failed to complete any projects in the past five years. To demonstrate our financial stability, we have attached our latest tax return.

All other information is on file with City of NSB procurement

Section 8.0
Completed City Forms

8.0 Completed City Forms

As required by the Request for Proposal, we have included the following required forms.

- Authorized Signature/Negotiators
- Vendor Information Form
- Vendor Summary Form
- Completed W9
- Statement of Insurance
- Public Entity Crime Information Statement
- Disputes Disclosure
- Drug Free Workplace Certification
- Sworn Statement
- Non-Collusion Affidavit
- E-Verify
- Human Trafficking Affidavit
- Conflict of Interest
- Organizational Information
- Prohibition Against Contracting with Scrutinized Companies
- Smoke Free Acknowledgement
- References
- Signed Addendums (if applicable)
- Fee Proposal
- Copy of Sunbiz Registration with Active Status
- Sam's Gov Registration

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Compensation and Benefits Study**

Project ID: **RFP 08-25-HR**

Company Name: Evergreen Solutions, LLC

Print Authorized Officer Name & Title: Jeffrey Ling, PhD, President

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
City of NSB Form: Fee Proposal	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

RFP 08-25-HR: Compensation and Benefits Study

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/ or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Jeffrey Ling	President	850.383.0111

Jeffrey Ling, PhD
Print Name

President.
Signature/Title)

Evergreen Solutions, LLC
Company Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation LLC-P

State of Incorporation: Florida

Federal I.D. or Social Security number is: 20-1833438

VENDOR INFORMATION

BID #:	08-25-HR
BID TITLE:	Compensation and Benefits Study

Respondent Information

Company Name: Evergreen Solutions, LLC

Federal Employer Identification Number or SS Number: 20-1833438

DUN Number: 176960842

Mailing Address: 2528 Barrington Circle, Unit 201

Type of Entity (Circle One): Corporation Partnership Proprietorship Joint Venture

City, State, Zip Code: Tallahassee, Florida 32308

Incorporated in the State of: Florida

Corporate Address: 2528 Barrington Circle, Unit 201

What kind of business: "For Profit" or "Not for Profit"

Is Firm in good standing: (Yes) or No

Authorized to transact business in Florida (Yes) or No

City, State, Zip Code: Tallahassee, Florida 32308

State of Florida Department of State Certificate of Authority Document No: L04000073478

Telephone No. 850-383-0111

Email Address: jeff@consultevergreen.com

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Jeffrey Ling, PhD

Vice President: _____

Secretary: _____

Treasurer: _____

Other: _____

Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Title: President

Jeffrey Ling, PhD

Printed Name

Date: 2/19/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ✓ REVISED VENDOR:_____

DATE: 2/19/25

VENDOR NAME: Evergreen Solutions, LLC

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Compensation and Benefits Study

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
2528 Barrington Cir	same	same
ADDRESS	ADDRESS	ADDRESS
Unit 201		
Tallahassee, Florida		
CITY/STATE	CITY/STATE	CITY/STATE
32308		
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Jeffrey Ling, PhD

E-MAIL: Jeff@consultevergreen.com

OFFICE PHONE: 850-383-0111

FAX: 850-383-1511

MOBILE PHONE: 850-383-0111

FEDERAL TAX ID#: 20-1833438

DUNS Number: 176960842

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Evergreen Solutions, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 2528 Barrington Circle, Unit 201

Requester's name and address (optional)

City, state, and ZIP code Tallahassee, Florida 32308

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
20 : 1833438

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,.

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Evergreen Solutions, LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President
OFFICER TITLE

2/19/25
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

President — Date: 2/19/25

Authorized Signature and Title

Jeffrey Ling, PhD, President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 08-25-HR described as:

Compensation and Benefits Study.

Evergreen Solutions, LLC
Firm

2/19/25
Date

President
Authorized Signature and Title

Jeffrey Ling, PhD, President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 2/19/25

Authorized Signature

Jeffrey Ling, PhD President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Jeffrey Ling, PhD, President
(Print Individual's Name and Title)

for Evergreen Solutions LLC
(Print Name of Entity Submitting Sworn Statement)

whose business is an LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1833436

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 19th day of February, 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

Jacqueli Barnes
(Notary)

Notary Public State of Florida

My commission expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Leon

Jeffrey Line, being first duly sworn, deposes and says that:

He/she is President of Evergreen Solutions, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

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

Signed

President

Title

Subscribed and sworn to before me this 19th day of Feb, 2025.

Jacqueli Barnes

Office Manager

Title

My Commission Expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Evergreen Solutions, LLC

Consultant E-Verify Registration Number: 341059

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Jeffrey Ling, PhD

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 19th Day of February, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: 10/23/27

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 416038
Expires 10/23/2027

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Evergreen Solutions, LLC

Authorized Signature: _____ Date: 2/19/2025

Printed Name: Jeffrey Ling, PhD

Title: President

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2025, by _____, as _____ on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

Signature of Notary Public Jacqueline Barnes

Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/23/27

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Tallahassee

Before me, the undersigned authority, personally appeared Jeffrey Ling

who was duly sworn, deposes, and states:

1. I am the President of Evergreen Solutions with a local office in Tallahassee FL (City & State) and principal office in Tallahassee FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 08-25-HR, Compensation and Benefits Study.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Jeffrey Ling, PhD
Typed Name

President
Title

Signed

2/19/25
Dated

Sworn to and subscribed before me this 19th day of February 2025.

Personally known ____ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Leon

Jacqueline Barnes
Printed, typed, or stamped commissioned name of notary public

My commission expires: 10/25/25

Notary Public State of Florida
Jacqueline Barnes
My Commission HH 418038
Expires 10/23/2027

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☑ Other (Please specify) LLC-P
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	Tallahassee	
Federal I.D. Number	20-1833438	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Evergreen Solutions, LLC

Mailing Address: 2528 Barrington Circle, Unit 201 Tallahassee, Florida 32308

Telephone Number: 850-383-0111 Fax Number: 850-383-1511 E-mail Address: jeff@evergreensolutions.com

Authorized Signature	Printed Name	FEIN
President	Jeffrey Ling, PhD	20-1833438
Title	Date	
	2/19/25	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Evergreen Solutions, LLC

FEIN: 20-1833438

Authorized Representative Name and Title: Jeffrey Ling, PhD

Address: 2528 Barrington Circle, Unit 201

City: Tallahassee State: Florida Zip: 32308

Phone Number: 850-383-0111 Email Address: Jeffc consultevergreen.com

Certified By: Jeffrey Ling, PhD President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: 2/19/25

Authorized Signature and Title

Jeffrey Ling, PhD President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: City of South Miami, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 6130 Sunset Drive, South Miami, Florida 33143		
Contracting Agency/Client: Samantha Fraga-Lopez, Deputy City Manager		
Contact Name and Phone #: Samantha Fraga-Lopez (305) 668-2515		
Contact Email Address and Fax #: SFraga-Lopez@southmiamifl.gov (305) 668-3877		
Contract Amount: $32,500	Start Date: 10/12/2023	End Date: 7/31/2024
Project #2:		
Project Name: City of Palm Beach Gardens, Florida		
Type of Project/Service: Classification and Compensation Study		
Address: 10500 N. Military Trail, Palm Beach Gardens, Florida 33410		
Contracting Agency/Client: Sheryl Stewart, IPMA-SCP, SLRP, HR Administrator		
Contact Name and Phone #: Sheryl Stewart (561) 799-4132		
Contact Email Address and Fax #: SStewart@pbgfl.com (561) 799-4170		
Contract Amount: $28,500	Start Date: 10/03/2023	End Date: 1/31/2024
Project #3:		
Project Name: Indian River County, Florida		
Type of Project/Service: Employee compensation and classification study		
Address: 1800 27th Street, Vero Beach Florida 32960		
Contracting Agency/Client: Suzanne Boyll, Human Resources Director		
Contact Name and Phone #: Suzanne Boyll (772) 226-1402		
Contact Email Address and Fax #: SBoyll@indianriver.gov (772) 770-1039		
Contract Amount: $68,500	Start Date: 10/17/23	End Date: 10/17/24

ADDENDUM 1
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
JANUARY 28, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Section V. Minimum Qualifications states the proposer must have a staffed office within the State of Florida. The Archer Company has a consultant on our team based in Florida, who offices out of her home, like the majority of our team. This is not unusual in the HR consulting space these days. Will the presence of a consultant in a home-based office in Florida be sufficient to meet this requirement?

   Answer: Yes

2. **Question:** Are all job classifications to be reviewed and benchmarked as part of the study? Or will the City accept proposals where a percentage of the classifications are reviewed and benchmarked as is a common practice?
   Answer: All job classifications should be reviewed. ✓

3. **Question:** Is the $2 Million Personal and Advertising Injury Insurance limit able to be waived? We have $1 Million Personal & Advertising but $2 Million for General Aggregate and Products/Completed Operations.?
   Answer: $1 Million personal and advertising injury insurance is acceptable.

4. **Question:** Is it acceptable for a consultant to bid on only portions of the work? For example, our firm's expertise is in compensation and not benefits, so the benefits section may be better handled by a separate firm, while our compensation process and structure may be more favorable.
   Answer: The preference is for a consultant who can bid the entire survey.

5. **Question:** Section VI.H states that the reference questionnaires are due back to CoNSB by 2/4/25; but the questionnaires state that they are due back to CoNSB by 2/20/25. Can you confirm which date is correct?
   Answer: Reference questionnaires are due back to the City prior to 5:00 pm on February 20, 2025.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Jeffrey Ling Proposer Signature: _____

Evergreen Solutions, LLC

Firm Name (Please Print)

ADDENDUM 2
RFP 08-25-HR: COMPENSATION AND BENEFTIS STUDY
February 5, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 08-25-HR, Compensation and Benefits Study, issued January 21, 2024. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What was the date of the last study completed? Was it of the same scope as the current request? Did it include updated job descriptions?
   Answer: 2020. It was in the original scope but due to Covid it was modified and not completed.

2. **Question:** Was the study completed internally or with the assistance of an outside firm? Who was the outside firm if one was used?
   Answer: Externally by Evergreen.

3. **Question:** How many unique job titles are covered in the study?
   Answer: About 150

4. **Question:** Can you advise us on the anticipated start date of the project?
   Answer: As soon as possible after contract is awarded.

5. **Question:** When do you need to have your results for the study?
   Answer: As soon as possible after all data is gathered and analyzed. Prefer 120 days.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Jeffrey Lynch Proposer Signature: _____

Firm Name (Please Print): Evergreen Solutions, LLC

TOTAL PROPOSAL FORM

RFP 08-25-HR COMPENSATION AND BENEFITS STUDY

TOTAL PROPOSAL PRICE

$ 38,500 (in figures)

Thirty eight thousand and five hundred dollars
(in words)

The City of New Smyrna Beach reserves the right to accept or reject any or all proposals deemed in the best interest of the City.

The City of New Smyrna Beach is exempt from any and all state, local and federal taxes.

THE ABOVE AMOUNT SHALL BE ALL INCLUSIVE WITH NO HIDDEN FEES.

Evergreen Solutions, LLC
Company

2528 Barrington Circle, Unit 201
Address

Authorized Signature

Tallahassee, FL 32308
City, State, Zip Code

Jeffrey Ling, PhD, President
Printed Name & Title

850-383-0111
Telephone No.

Jeff@consultevergreen.com
Email

850-383-1511
Fax No.

The proposer, by and through the submission of this proposal, agrees that he has examined and shall be held responsible for having heretofore examined the site and location of all proposed work, in order that he may include in the prices which he proposed, all costs pertaining to the work and hereby provide for the satisfactory completion thereof.

The undersigned hereby designates: Evergreen Solutions, LLC
2528 Barrington Circle, Unit 201 Tallahassee, FL 32308
(Type or print business name and address)

as his office to which notices may be delivered or mailed.

DATED: 2/19/2025

Jeffrey Ling, PhD, President
Name of Proposer and Title (Type or Print)

(SEAL, if by a Corporation)

BY: _____
Signature of Proposer

Corporation Name & Address: Evergreen Solutions, LLC
2528 Barrington Circle, Unit 201
Tallahassee, Florida 32308

INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

ADDRESS PRICE ADJUSTMENTS HERE. YOU MAY INCLUDE ADDITIONAL PAGES, IF NEEDED.

N/A

PLEASE INCLUDE BELOW ANY EXCEPTIONS.

N/A

Evergreen Solutions, LLC
Company

Authorized Signature

Jeffrey Ling, PhD, President
Printed Name & Title

Jeff@consultevergreen.com
Email

2528 Barrington Circle, Unit 201
Address

Tallahassee, Florida 32308
City, State, Zip Code

850-383-0111
Telephone No.

850-383-1511
Fax No.

State of Florida
Department of State

I certify from the records of this office that EVERGREEN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 8, 2004.

The document number of this limited liability company is L04000073478.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 9, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2025



Secretary of State

Tracking Number: 8823703674CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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An official website of the United States government Here's how you know

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- [ ] ID Assigned
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Expiration Date

FSD Number

Address Update

Reset

page 1 of **1** *results per page* 25 *Sort by* Expiration Date Ascending

Evergreen Solutions, LLC

Active Registration

View Update More

Unique Entity ID:
FAF5Z18SUV14

CAGE/NCAGE:
48LW2

Doing Business As:
(blank)

Physical Address:
2528 BARRINGTON CIR
STE 201
TALLAHASSEE, FL
32308-3888 USA

Expiration Date
Jan 22, 2026

Purpose of Registration:
All Awards

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact



⚠ **WARNING**

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CI

City of New Smyrna Beach, FL

March 11, 2025

Evergreen Solutions, LLC

Compensation and Benefits Study

CONTENT OUTLINE

01 Who We Are

02 Florida HR Experience

03 Project Approach

04 Proposed Timeline

05 Project Team

06 What Sets Us Apart?

07 Evaluation Questions?

WHO WE ARE

At Evergreen Solutions, LLC, we are more than consultants; we are partners in building a stronger public sector. With integrity, dedication, and a passion for excellence, we have:

NATIONWIDE IMPACT

Delivered over 1,400 compensation and/or classification studies across 47 states, enhancing the effectiveness of public institutions.

SPECIALIZED KNOWLEDGE

Our deep expertise spans local and state governments, school districts, Colleges and Universities, and non-profits, ensuring tailored solutions for each sector.

COMPREHENSIVE SUPPORT

Through a full-service human resources consulting practice, we are committed to fostering organizational growth and employee success.

FLORIDA PUBLIC SECTOR EXPERIENCE

City of Alachua
City of Bartow
City of Bunnell
City of Bushnell
City of Cape Coral
City of Clermont
City of Clearwater
City of Coral Gables
City of Coral Springs
City of Dania Beach
City of Daytona Beach
City of Daytona Beach Shores
City of Delray Beach
City of Deltona
City of Destin
City of Doral
City of Dunedin
City of Fort Myers
City of Fort Walton Beach
City of Green Cove Springs
City of Groveland
City of Hallandale Beach
City of High Springs
City of Holly Hill
City of Hollywood
City of Holmes Beach
City of Key West
City of Jacksonville
City of Jacksonville Beach
City of Kissimmee
City of Lake City
City of Largo
City of Maitland
City of Marathon
City of Melbourne
City of Miramar
City of New Smyrna Beach
City of Largo

City of Maitland
City of Marathon
City of Melbourne
City of Miramar
City of New Smyrna Beach
City of North Lauderdale
City of North Miami Beach
City of North Port
City of Ocala
City of Oldsmar
City of Orange City
City of Orlando
City of Palm Bay
City of Palm Beach Gardens
City of Panama City
City of Panama City Beach
City of Parkland
City of Pensacola
City of Plant City
City of Plantation
City of Punta Gorda
City of Sarasota
City of Sebring
City of St. Petersburg
City of Tallahassee
City of Tamarac
City of Temple Terrace
City of Titusville
City of Venice
City of West Melbourne
City of Winter Park
City of Sunrise
City of Zephyrhills
Alachua County
Bay County
Brevard County
Charlotte County
Citrus County

DeSoto County
Escambia County
Flagler County
Gulf County
Hardee County
Hernando County
Highlands County
Hillsborough County
Lake County
Leon County
Manatee County
Martin County
Miami-Dade County
Miami Shores Village
Monroe County
Okaloosa County
Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Santa Rosa County
Sarasota County
Seminole County
Wakulla County
Town of Cutler Bay
Town of Davie
Town of Jupiter
Town of Lade Lake
Town of Lake Park
Town of Longboat Key
Town of Medley
Town of Palm Beach
Town of Ponce Inlet
Town of Orange Park
Village of North Palm Beach
Village of Pinecrest
Alachua County Sheriff's Office

Bay County Sheriff's Office
Clay County Sheriff's Office
Flagler County Sheriff's Office
Lake County Sheriff's Office
Leon County Sheriff's Office
Manatee County Sheriff's Office
Monroe County Sheriff's Office
Nassau County Sheriff's Office
Okaloosa County Sheriff's Office
Pasco County Sheriff's Office
Volusia County Sheriff's Office
Walton County Sheriff's Office
Florida Sheriff's Association
Florida Association of Counties
Florida League of Cities
FL Association of Clerks/
Comptrollers
FL Public Human
Resource Association
Board of Bar Examiners
The Florida Bar
Hillsborough County Clerk of
Court/Comptrollers
Ft. Pierce Utilities Authority
Keys Energy Services
Kissimmee Utility Authority
Utilities Commission of
New Smyrna Beach
Florida Keys Aqueduct Authority
Sarasota Bay Estuary Program
Toho Water Authority
Tampa Bay Water
Peace River Manasota Reg.
Water Supply Auth.
St. Johns River Water
Management District
Southwest Florida Water
Management District

South Florida Water Management District
Loxahatchee River District
Okaloosa Gas District
Lake Apopka Gas District
Solid Waste Authority of
Palm Beach County
CareerSource Pinellas
CareerSource Northeast Florida
Worknet Pinellas
Association for Institutional Research
Florida Telecommunications Relay, Inc.
Orange County Library System
Pinellas Housing Authority
Manatee County Clerk's Office
Gadsden County Property
Appraiser's Office
Brevard County Property
Appraiser's Office
Monroe County Property
Appraiser's Office
Brevard County Tax Collector
Flagler County Tax Collector
Palm Beach County Tax Collector
Highlands County Clerk of Circuit Court
Leon County Clerk of Circuit Court
Health Care District of
Palm Beach County
Hillsborough Area Transit Authority
Orlando-Orange County
Expressway Authority
Sarasota-Manatee County Airport
Northwest Florida Beaches
International Airport

PROJECT APPROACH

STEP ①

PROJECT INITIATION

- Introduce team members
- Finalize project planning
- Finalize work plan
- Establish communication schedule
- Collect data

STEP ②

OUTREACH & EMPLOYEE PARTICIPATION

- Conduct employee orientation sessions
- Conduct focus groups
- Interview department heads
- Administer JATs and MITs Perform job analysis
- Make FLSA determinations
- Analyze results

PROJECT APPROACH

STEP ③

JOB CLASSIFICATION ANALYSIS

- Review work performed by classifications
- Develop classification structure based on JAT scores
- Evaluate and build projected classification plan
- Develop internal job classification hierarchies
- Validate internal equity
- Make FLSA determinations

STEP ④

CONDUCT MARKET & BENEFITS SALARY SURVEY

- Identify the 100 benchmark positions and 20 peer organizations
- Conduct a labor market salary survey
- Conduct a benefits survey
- Collect and analyze market salary & benefits data
- Prepare draft summary of the City's market position

PROJECT APPROACH

STEP ⑤

SOLUTION ANALYSIS & DEVELOPMENT

- Conduct compensation analysis
- Develop new/revised pay grades and ranges
- Slot classifications into pay plans
- Conduct solution analysis

STEP ⑥

FINALIZE PROJECT

- Develop draft/final reports
- Present final report to the City Commission
- Develop a communication plan
- Develop recommendations for the continued administration of plans
- Update job descriptions
- Provide training

PROJECT TIMELINE

Evergreen Solutions possesses the staff, skills, and tools to conduct the Compensation and Benefits Study for the City of New Smyrna Beach in approximately...

4.5 MONTHS
from the execution of a contract.

(Our timeline can be modified in any way to best meet the City's needs)

PROJECT TEAM

Dr. Jeff Ling - President of Evergreen and the Director of the firm's human resource practice.

Certified Compensation Professional with more than 25 years HR consulting experience.

Co-founded Evergreen in 2004.

Mr. Mark Holcombe – Project Manager with more than 10 years of management and consulting experience. A certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP).

Has directed more than 150 local gov't HR projects with Evergreen.

Mr. Rob Williamson – Project Manager with more than 20 years of proven leadership in the private and public sector.

Has been a business owner, CEO of a mid-sized water/wastewater treatment utility, County Commissioner, and Manager of the Florida Association of Counties' 23-county insurance trust.

PROJECT TEAM

Mr. Karl Fuchs – Senior Consultant with over 25 years of public sector experience, specializing in human resources, organizational design, and performance management. Former local government HR Director.

Has a Juris Master in Employment Law and HR Risk Management from FSU, College of Law.

Mr. Peter Backhaus - Senior Consultant who specializes in salary benchmarking, pay plan design, and public safety markets.

Has a Bachelor's of Science in Economics with Minors in Sociology and Communication.

Ms. Tara Tabachnik - Consultant who began her career with Evergreen as a Junior Analyst and has since developed exceptional skills and knowledge in Human Resources consulting that she applies in her current role.

She has taken the lead role in collecting and analyzing salary/benefits survey data.

WHAT SETS US APART?

Unparalleled experience in conducting compensation and benefits studies for local governments throughout the country

Nationally recognized knowledge of and experience with local government operations

An experienced collaborative and professional team

WHAT SETS US APART?

Real world methodology that is industry standard.

Tested tools for knowledge transfer.

QUESTIONS FROM EVALUATION COMMITTEE

Thank You!

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

850-383-0111

850-383-1511

jeff@consultevergreen.com

www.ConsultEvergreen.com

2528 Barrington Circle, Unit 201
Tallahassee, Florida 32308

Evergreen Solutions, LLC
2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308
850.383.0111 • fax 850.383.1511

March 11, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Dear Ms. Vivian:

Evergreen Solutions, LLC is pleased to submit this letter proposal to clarify our fee to conduct the Compensation and Classification Study for the City of New Smyrna Beach. Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 4** of our proposal is **$35,500**. Any work outside of the scope of work would be billed at $150 per hour or would be negotiated with the City depending on the type of work being requested.

We would love the opportunity to again work with the City of New Smyrna Beach. If you have any questions, please feel free to contact me at (850) 383-0111, or via email at jeff@consultevergreen.com.

Sincerely,

Jeffrey Ling, PhD, President
Evergreen Solutions, LLC

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF AN APPLICATION FOR A SIDEWALK CAFÉ AGREEMENT FOR THE BEACHIN BURRITOS RESTAURANT LOCATED AT 431 CANAL STREET.

April 8, 2025

Background:

Applicant: Vincent Siravo Jr., Owner of Beachin Burritos, 431 Canal Street, New Smyrna Beach, Florida 32168.

Property Owner: Richard Rosedale, 431 Canal Street, New Smyrna Beach, Florida 32168.

Request: Request a sidewalk café agreement, to allow for 5 tables with a maximum overall of 10 seats, within the Canal Street Right-of-Way.

Subject Area: The subject area is zoned MU, Mixed-Use, and is located on the north side of Canal Street, east of North Orange Street.

Tax ID #: 7441-37-01-0163

Findings:

Exhibits used in this report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Seating Area
Exhibit D: Site Photos
Exhibit E: Sidewalk Café Agreement
Exhibit F: Insurance Certificate

The applicant is requesting approval of a sidewalk café within the Canal Street Right-of-Way. The City's *Land Development Regulations* (LDR) states that sidewalk cafés are only permitted for restaurants. The business is operating as a restaurant known as Beachin Burritos.

The proposed seating would be located in front of the building within a section of the public sidewalk that is 12 1/2 feet in width. The plan would allow at least a continuous 60 inches, (5 Feet), of clear area for pedestrians over the public sidewalk. A copy of the proposed seating area is attached as **Exhibit C.** Photos of the site are attached as **Exhibit D**. A copy of the signed Sidewalk Café Agreement is attached as **Exhibit E**. Insurance

certificate is attached as **Exhibit F**.

Per Section 801.14 of the City's Land Development Regulations (LDR), sidewalk cafes may only be approved by the City Commission. This section of the LDR also lists the following minimum criteria that must be met in order for a sidewalk café to be approved (staff's responses provided below in **bold**):

- Sidewalk cafés shall only be permitted as an accessory use in the MU, Mixed Use, zoning district.

- **The subject property is located in the Mixed-Use zoning district.**
- **This criterion is met.**

- The sidewalk café must be an extension of a restaurant permitted in the district.

- **There is a proposed restaurant at this location.**
- **This criterion is met.**

- The sidewalk café is limited to the sidewalk area directly adjacent to the restaurant frontage.

- **According to site plan provided with the application, all of the tables and seating will be located directly adjacent to the building frontage.**
- **This criterion is met.**

- No additional parking is required if the outdoor seating area does not exceed 30% of the restaurant floor area.

- **No additional parking would be required for the 10 seats. Also, the restaurant is**

located within the Arts Overlay District. This district allows for a parking waiver for restaurants.

- **This criterion is met.**

- The license holder shall provide adequate liability coverage for the sidewalk café area. The license holder shall name the City as an additional insured.

- **The applicant has provided a copy of the liability coverage for the sidewalk café area.**
- **This Criterion is met.**

The applicant's proposal must also meet the following design criteria in order to establish a sidewalk café (staff's responses shown in **bold**):

- A minimum clear pedestrian area of sixty (60) inches, (5 Feet), must be maintained.

- **The sidewalk outside of the proposed seating will allow for at least 60 inches of travel space.**
- **This Criterion is met.**

- If seating area is provided adjacent to the curb, adequate safeguards must be provided to protect patrons from vehicles.

- **Some of the outdoor seating will be placed close to the existing curb, currently there is a tree, light pole, bicycle rack, and trash can, adjacent to the curb to help provide protection from vehicles.**
- **This design criterion is met.**

- The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.

- **The applicant has delineated the area. The use of planter pots along the east and west sections delineates the seating area from the travel lane for pedestrians.**
- **This design criterion has been met.**

- Umbrellas shall be allowed if they are contained within the sidewalk café area.

- **The applicant has not proposed umbrellas with this application.**
- **This design criterion is Not Applicable.**

- Additional signs are limited to one (1) additional sign on an outdoor menu board and the business name or advertising on any umbrellas. The outdoor menu board may be two-sided and may not exceed four (4) square feet per side. A menu board must be located outside of the pedestrian travel lane.

- **If the applicant could decide to use a menu board, it will be limited to the size restrictions outlined above. This will be a condition of approval.**
- **This design criterion is met.**

- Outdoor lighting, if provided, must be permanently installed in accordance with City code and be approved as part of the application. The license holder shall take any necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunrise to sunset.

- **There is no additional proposal for outdoor lighting.**
- **This design criterion is Not Applicable.**

The following operating standards have also been established for outdoor cafes:

- All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

- **The applicant has a kitchen inside the restaurant.**
- **This operating standard is met.**

- Alcoholic beverages may be served within the license area consistent with any alcoholic-beverage license in effect for the restaurant.

- **The applicant will be required to add the sidewalk café area as part of their State of Florida alcohol license, if alcohol consumption is requested.**
- **This operating standard is met.**

- The hours of operation for the sidewalk café cannot exceed the operating hours of the business.

- **The applicant has not requested extended hours of operation for the sidewalk café.**
- **This operating standard is met.**

- Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

- **The applicant has proposed mobile tables and chairs.**

- **This operating standard is met.**

  - The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

- **The applicant will keep the sidewalk café area cleaned.**
- **This operating standard has been met.**

Approval of the sidewalk café permit should be conditioned upon compliance with the minimum operating standards and criteria listed above.

Recommendation

The Planning Department recommends the City Commission to **approve** the sidewalk café agreement, allowing five (5) tables with a maximum total of 10 seats overall as a "limited activity".

Fiscal Analysis:

N/A

Strategic Plan Item:
No

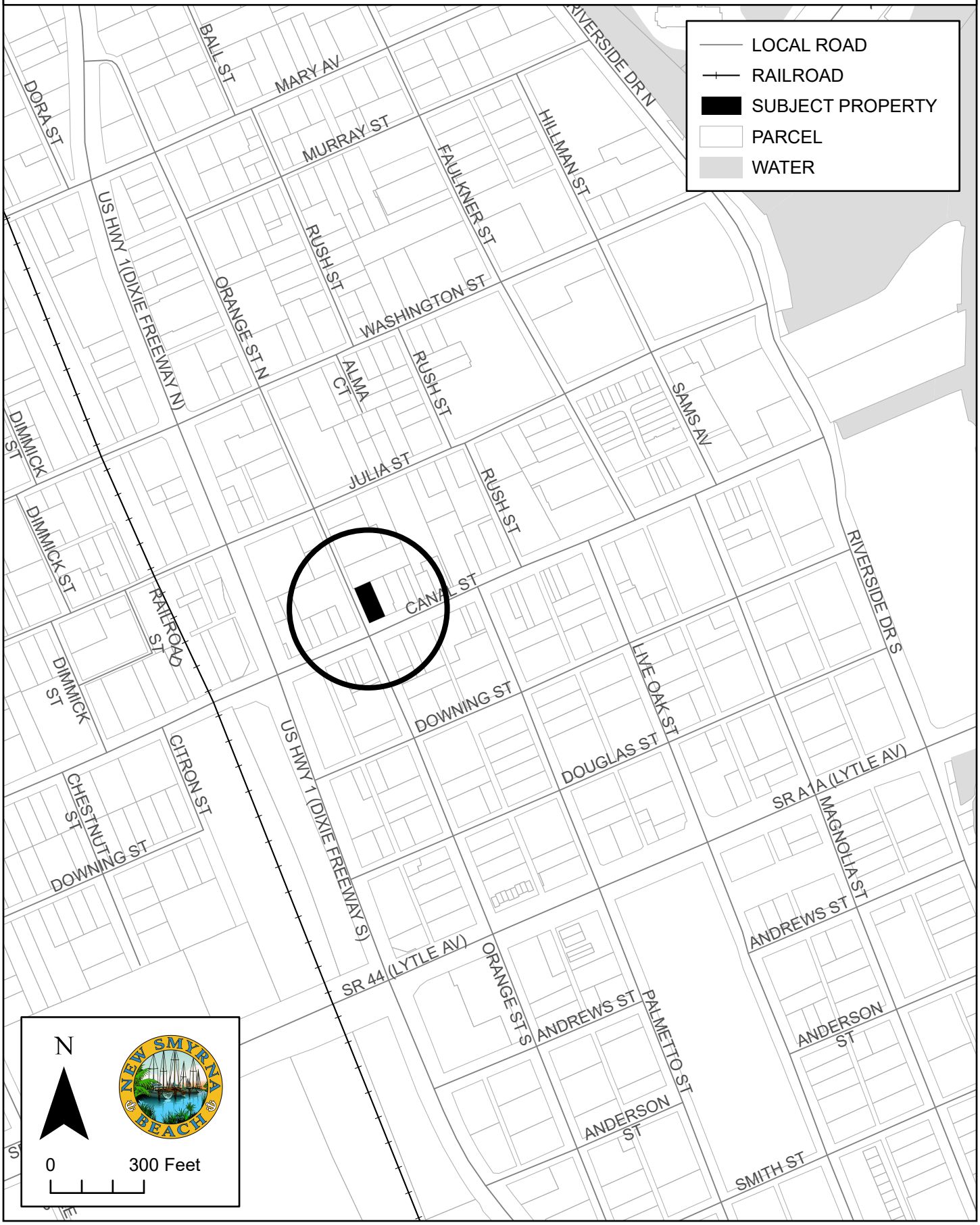
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Seating Plan (2).pdf
Exhibit D Street View Photo.pdf
Exhibit E Sidewalk Cafe Agreement.pdf
Exhibit F Certificate of Insurance.pdf

Exhibit A

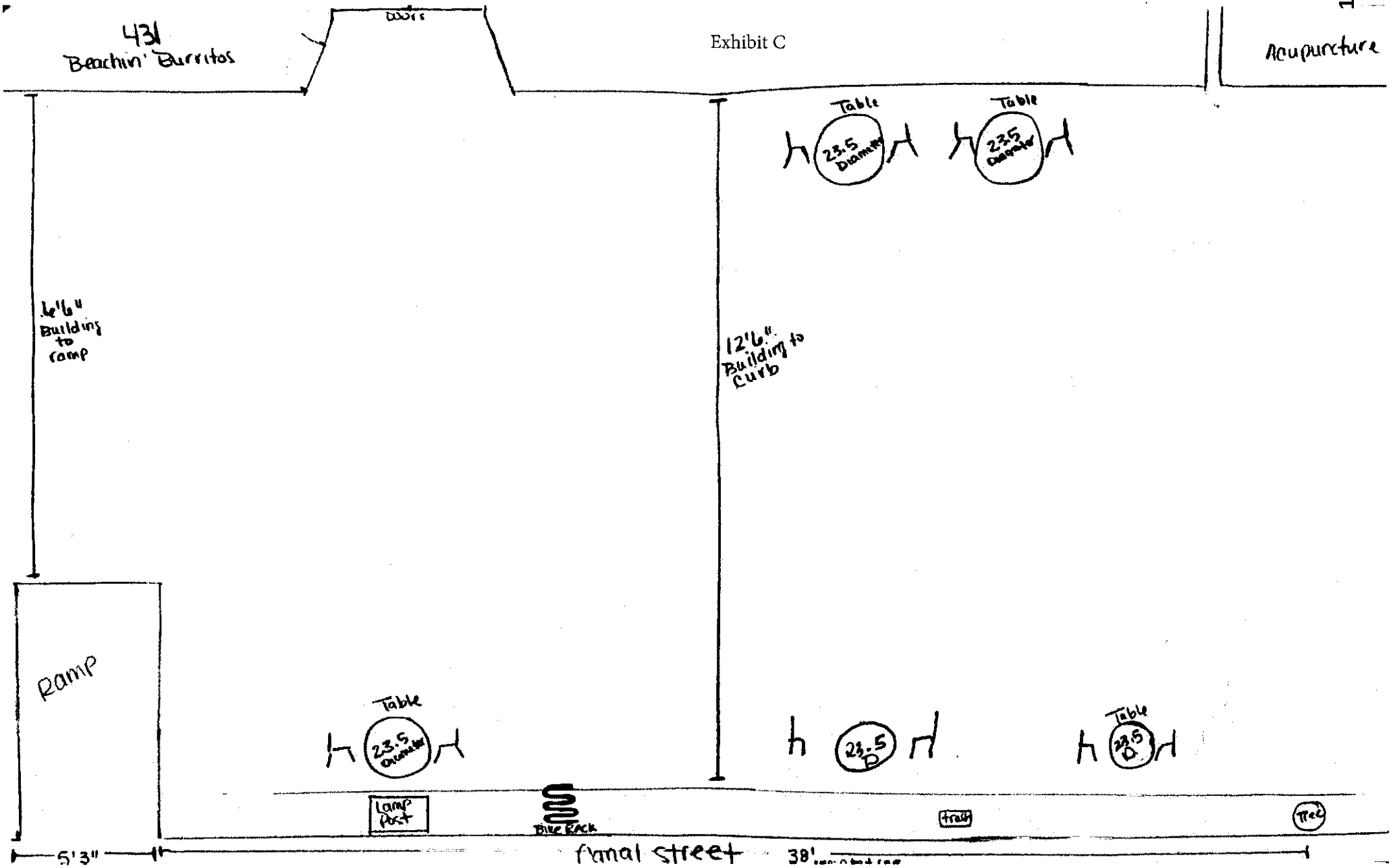
SC-01-25: 431 CANAL STREET
PARCEL: 7441-37-01-0163 LOCATION MAP



SC-01-25: 431 CANAL STREET
PARCEL: 7441-37-01-0163 AERIAL MAP



Exhibit C



Scanned with CamScanner

Exhibit D


431 | 433 | 435
AVILION
The Canal Street
CANAL STREET CHIC
ROBERT J. BUONAURO, P.C.S.
ATTORNEY AT LAW
FLORIDA BAR CERTIFIED IN CRIMINAL TRIALS
431
PERFUME
ACCUPUNCTURE
MASSAGE THERAPY
Highwaymen · Local Art · Antiques
OPEN
AGENT ON DUTY
1455

SIDEWALK CAFE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by the **CITY OF NEW SMYRNA BEACH**, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "City", **RICHARD ROSEDALE**, property owner, hereinafter referred to as "Owner" and **VINCENT SIRAVO JR.**, as lessee of **218 NSB, LLC** hereinafter referred to as "Lessee":

1. Lessee has applied to the City for a license to operate a sidewalk cafe on City sidewalks adjacent to Lessee's business. The business premises is described as follows: **431 CANAL STREET, UNIT B, NEW SMYRNA BEACH, FLORIDA 32168**.
2. Lessee has submitted plans (EXHIBIT A) showing the proposed location of the Sidewalk Cafe, hereafter referred to as the "License Area". The City has determined that the application and proposed plan are in compliance with **SECTION 801.14** of the Land Development Regulations of The City of New Smyrna Beach.
3. The license agreement shall be valid for a period of one (1) year and may be renewed annually with the business tax receipt.
4. This License is subject to Lessee's strict compliance with the following terms and conditions:
    a. Pedestrian walkways with a minimum width of five (5) feet shall be maintained for use by the general public.
    b. The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.
    c. Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk café area and do not impede pedestrian traffic or vision at intersections.
    d. Additional signs are limited to one (1) additional sign on an outdoor menu board or sandwich board sign and the restaurant name or advertising on any umbrellas. The outdoor menu board or sidewalk sandwich board sign may be two-sided, not to exceed four (4) square feet per side. Any use of a sidewalk sandwich board sign must be located outside of the required five (5) foot pedestrian walkway and removed at closing time of the restaurant.

e. Outdoor lighting, if provided, must be permanently installed in accordance with the City code and be approved as part of the application. The license holder shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

f. All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

g. No paper plates, napkins, or other paper products may be used for outdoor service.

h. Alcoholic beverages may be served within the license area consistent with any alcoholic beverage license in effect for the restaurant.

i. The hours of operation for the sidewalk café may not exceed the operating hours of the restaurant.

j. Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

k. The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

5. The Lessee shall maintain liability coverage for the License Area in an amount and form approved by the City Attorney of The City of New Smyrna Beach. This coverage shall name the City of New Smyrna Beach as an additional insured. Lessee shall provide proof of liability coverage prior to annual renewal of this license.

6. This License Agreement may be terminated with or without cause by written notice to the address of the Lessee contained on the application or latest written address change provided by the Lessee. The City will provide thirty (30) days written notice of termination without cause. The following shall constitute grounds for immediate termination with cause:

a. Failure to use the License Area for ninety (90) consecutive days.

b. Violation of any of the terms and conditions of this Agreement or violation of any local, State, or federal laws, ordinances, or regulations applicable to the License Area.

c. Failure to maintain the primary business use and requisite licenses

d. Violation of alcoholic beverage laws or regulations.

e. Conviction of the Lessee for a felony, or for violation of a state, federal, or local law involving moral turpitude.

7. This license may not be assigned without prior approval of the City Commission. No right, title, or interest in the real property is conveyed by this Agreement, and Lessee's use of the property is at the pleasure of The City of New Smyrna Beach.

WHEREFORE, the parties have set their hand and seal on _____ day of _____,2025.

CITY OF NEW SMYRNA BEACH

_____ By:_____

Witness Mayor

_____ Attest:_____

Witness City Clerk_____

Property Owner:

_____ By:_____

Witness Name

_____ Title Lessor Owner and property owner

Witness

Lessee:

Witness

By: _____

Name VINCENT SIRAVO

Witness

Title Lessee and Owner of Beachin Burritos

STATE OF FLORIDA
COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2025, by **Fred E Cleveland** and **Sharon Taylor Harding**, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

_____
Notary Signature

Notary Public, State of Florida
Type or Print Name: _____

Commission No. _____
My Commission Expires: _____

Seal

STATE OF FLORIDA
COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 19 day of March, 2025, **by Richard Rosedale**, as owner of the property located at **431 Canal Street, New Smyrna Beach, Florida 32168**. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Stephanie Ferrara
Notary Signature

Notary Public, State of Florida
Type or Print Name: Stephanie Ferrara

Commission No. HH 505512
My Commission Expires: MAY 2, 2028

Seal

NOTARY PUBLIC STATE OF FLORIDA
STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Approved as to form and correctness.

_____
City Attorney
Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 20th day of March, 2025, by Vincent Siravo, 532 Nature Creek Lane, New Smyrna Beach, Florida 32168. He/She is personally known to me or has produced FLDL as identification and did not take an oath.

Notary Signature

Notary Public, State of Florida

Type or Print Name: Stephanie Ferrara

Commission No. # HH 505512

My Commission Expires: May 2, 2028

Seal

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

ACORD® Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED 218 NSB LLC Beachin Burritos 431 Canal Street New Smyrna Beach, FL 32168	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company — 10391 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP245654	03/05/2025	03/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ Included $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

restaurant Additional Named Insured:Beachin Burritos

CERTIFICATE HOLDER

The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 03/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
218 NSB LLC Beachin Burritos 431 Canal Street New Smyrna Beach, FL 32168	INSURER A : Berkshire Hathaway Direct Insurance Compai	722513
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 431 Canal StreetNew Smyrna Beach, FL 32168
Bldg #001: Take Out Only Fast Food Restaurant - 0927101

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING 10000 BROAD — CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD	N9BP245654	03/05/2025	03/05/2026	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 0 $ 25,000 $ 112,500 $ * $ $ n/a $ n/a $ n/a
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Business Income & Extra Expense is a combined limit on this policy.

CERTIFICATE HOLDER

The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF A PIGGYBACK AGREEMENT WITH AAA FENCE

April 8, 2025

Background:

This agreement with AAA fence includes new fencing at the 27th Ave Playground and replacement fencing around the new Mary Tot Lot and the basketball courts at 27th Ave Park.

The fences around the basketball courts and Mary Tot Lot are beyond their useful life and are in need of complete replacement.

Basketball Court Fencing - $18,970
27th Ave Playground Fencing - $24,232
Mary Tot Lot Fencing - $25,340

Black aluminum commercial grade fencing will be installed at both playgrounds. The basketball court will have 8-gauge green vinyl coated chain link fence.

Fiscal Analysis:
27th Ave Playground - $24,232 ($20,518 from 302.57202.563203.25PLG and $3,714 from 001.57202.546201)
27th Ave Basketball Courts - $18,970 - From 001.57202.546201
Mary Tot Lot - $25,340 - From 125.51502.583006
A budget amendment will be forthcoming.

Strategic Plan Item:
No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

City of NSB - 27th Ave, and Mary Tot Lot.pdf
NSB Piggyback and Original Contract 4-2.pdf

AAA Fence
A Division of Fence Service, Inc.

801 Orange Ave.
www.aaafence.com
Daytona Beach, Fl 32114

Phone: (386) 253-4212
Fax: (386) 253-2878

March 11, 2025

Proposal To:

City of New Smyrna Beach
Attn: John Haverly
(386-547-8534

Job Location:

27th Ave Park Improvements
Playground & Basketball Fence
Mary Ave Playground Fence

AAA Fence Company does hereby propose to provide materials, labor, equipment, tools and all items necessary to install fencing for this project as per the plans and specifications provided. All work shall be performed in a professional and workmanlike manner, in accordance with standard practices.

Scope of Work:

Playground Fence

290' of 6' tall Black 3 Rail Commercial Grade Aluminum Fence ……$24,232.00

- **2 – 4' Walk Gates / 1 – 8' Double Gate**
- **Gate hardware includes D & D Sure close self-closing hinges & magna latches**
- **Actual layout to be field measured prior to ordering materials**
- **All posts are 2.5" x .075 x 102" – 3" x .125 x 9' gate posts**

Playground Fence Located @ 505 Mary Ave

378' of 54' tall Black 3 Rail Commercial Grade Aluminum Fence ……..……..25,340.00

- **1 – Approx 5' Walk Gate / 1 – 8' Double Gate**
- **Gate hardware includes D & D Sure close self-closing hinges (for Walk Gate) with magna latches – Standard adjustable hinges for Dbl Gate (maintenance only)**
- **Actual layout to be field measured prior to ordering materials**
- **All posts are 2.5" x .075 x 7' – 3" x .125 x 7' gate posts**
- **Removal of Existing PVC Fence is by City Staff**

Basketball Court Replacement Fence @ 27th Ave

302' of 10' high 8 gauge Green Vinyl Chain Link Fence ……..……18,970.00

- **2 – 5' Walk Gates x 7' tall – fence built above gates**
- **Removal & haul away of existing fence is included**
- **All posts, rail are PP 40 weight & set in concrete to 3' depth**

Note: Any site work for grading, surveying is by others. Field dimensions req'd before order

Note: Pricing is subject to change at time of order, based on supply, demand, tariff charges, & freight of fencing materials. We cannot hold pricing for extended periods of time. Longer lead times may apply to certain fence products that are out of our control.

This proposal is subject to standard AAA Fence Company contract terms and conditions.

Proposal submitted by:
Rich Crescenzi
rich@aaafence.com
Accepted By: _____ Date: 3/11/2025

AAA Fence Company Daytona Beach, Inc.

ITB 21-21 Fencing Services

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **AAA Fence Company of Daytona Beach, Inc.** hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with AAA Fence, said contract being identified as: **ITB 21-21 Fencing Services** (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: Coterminous with ITB 21-21 Fencing Services

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and 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 the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 410-2631.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number 386-424-2202, and email dray@cityofnsb.com.

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

Entered this 18 day of March, 2025

Vendor Name

AAA Fence Company of Daytona Beach, Inc.

ATTEST

Kimberley Lizotte
Authorized Signature

Kimberley Lizotte, Executive Assistant
Print Name and Title

Authorized Signature

William Morrison CEO
Print Name and Title

Date: March 18, 2025

ATTEST

CITY OF NEW SMYRNA BEACH

Sharon Taylor Harding, Interim City Clerk

Fred E. Cleveland, Mayor

Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____ Carrie Avallone City Attorney

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Fence Service Inc DBA AAA Fence

Authorized Signature: _____ Date: April 2, 2025

Printed Name: William Morrison

Title: CEO

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of April, 2025, by William Morrison, as CEO on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7/4/2025

ALLEN SMOKER
MY COMMISSION # HH 102494
EXPIRES: July 4, 2025
Bonded Thru Notary Public Underwriters

CITY OF PORT ORANGE

EXHIBIT A

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: AAA Fence of Daytona ("Contractor")

Name of Contact Person: Allen Smoker

Mailing Address: 801 Orange Ave, Daytona Beach, FL 32114

E-Mail Contact Address: aaafence@aaafence.com

Phone: 386-532-2100 Fax: 386-228-2021

- ☒ Standard Contract for Service CA No. CA7612
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From 11-16-24 To: 11-15-25

Contractor to Provide to City:

- ☐ Updated Bond
- ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES X Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ____ Contractor does not desire to renew this Agreement for another term.

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Contractor's Authorized Representative: _____ **Date:** Aug 20, 2024

Signature

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852

Contact: Jennifer Cox Fax: _____

E-Mail jcox@port-orange.org

For City Use Only:

Department Completes the Following:

- ☐ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☐ Bond not applicable
- ☐ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** _____

Original Signed Form Must Be Returned to the City Clerk

Form 13024

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 16 day of November, **2021**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **FENCE SERVICE, INC. d/b/a AAA FENCE**, a Florida corporation whose principal address is 801 Orange Avenue, Daytona Beach, Florida 32114 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Fencing Services to include repairs, replacement fence, and new fence on an as-needed basis throughout the City, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-21"). This Contract together with ITB 21-21, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, Addendum No. 1, Addendum No. 2, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-21, Addendum No. 1, Addendum No. 2, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of two (2) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to the review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year, and City Manager approval for each Purchase Order rendered under this Contract. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the City Manager approved and signed written Purchase Order(s), for projects requiring a Payment and Performance Bond, as determined by the Department:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Department Head requesting service ("Purchase Order Administrator"), shall perform contract administration of their respective purchase order(s). The Purchasing Manager, Jill Poolman, shall preform contract administration for the master contract ("Contract Administrator") The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit

Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of page intentionally left blank]

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a

public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Jill Poolman, Purchasing Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5718
Contractor:	Fence Service, Inc. d/b/a AAA Fence Attention: William Morrison, IV, CEO 801 Orange Avenue Daytona Beach, Florida 32114 (386) 253-4212 - Telephone E-Mail: rich@aaafence.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

30. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: Richard Crescenzi

Printed Name: Jeffrey D. Pranale

FENCE SERVICE, INC. d/b/a AAA FENCE

By: _____

William Morrison, IV, CEO

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 11/12/21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 12 day of Nov, 2021, by William Morrison, IV, as CEO of Fence Service, Inc. d/b/a AAA Fence, a Florida corporation. He is ✓ personally known or ____ produced _____ as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Allen Smoker

ALLEN SMOKER
MY COMMISSION # HH 102494
EXPIRES: July 4, 2025
Bonded Thru Notary Public Underwriters

Witnesses:

CITY OF PORT ORANGE

Printed Name: Jamie Miller

By: _____
Donald O. Burnette, Mayor

Printed Name: Matt Jones

Date: 11/16/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 16th day of Nov., 2021, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or ____ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Jamie Miller

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: Matt Jones

Date: 11/16/2021

CITY OF PORT ORANGE 1867 FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ____ online notarization, this 16th day of Nov., 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

Contractor's Quote

Consisting of 10 Pages

REVISED

"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-21

FENCING SERVICES

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	Fence Services, Inc., DBA AAA Fence
CONTACT PERSON:	Rich Crescenzi
EMAIL ADDRESS:	[redacted]
AUTHORIZED SIGNATURE:	[signature]

General notes: Contractor shall be responsible to secure all permits required to install & complete project. Applicable permit fees shall be charged and included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.

NOTES

(1) Line Item Bid Price shall include furnishing of all labor & material to install total fencing project completed, as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

(2) All Fence installations shall comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

(3) All Chain Link Fabric to be minimum 9 ga. Without vinyl (.144 dia) & 2" mesh.

(4) All Fence Installations shall be Colored Vinyl unless specifically specified to be Galvanized. See Bid Specifications

(5) Fence installations shall include all posts, post caps, components and hardware to be same color as fence fabric.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Scope of work: Furnish & Install Chain Link Fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. (Notes 1-5). Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	$18.00	$4500.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	$20.00	$2000.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	$22.00	$59400.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	$24.00	$12000.00
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$27.00	$2700.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	$30.00	$3000.00
Scope of work: Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts. (Notes 1-5).					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	$5.56	$15000.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	$9.00	$4500.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	$25.00	$5000.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	$1.25	$4250.00
Scope of work: Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. (Notes 1-5). Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	$3.00	$1500.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	$3.00	$1500.00
Scope of work: Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	$175.00	$875.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	$350.00	$1750.00
15	3 ft. width - Colored Vinyl	Each	5	$185.00	$925.00
16	4 ft. width - Galvanized	Each	5	$185.00	$925.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
17	4 ft. width - Black Aluminum Ornamental	Each	5	$375.00	$1875.00
18	4 ft. width - Colored Vinyl	Each	5	$195.00	$975.00
19	5 ft. width - Galvanized	Each	5	$195.00	$975.00
20	5 ft. width - Colored Vinyl	Each	5	$205.00	$1025.00
21	6 ft. width - Galvanized	Each	5	$205.00	$1025.00
22	6 ft. width - Colored Vinyl	Each	5	$215.00	$1075.00
23	10 ft. width - Galvanized	Each	5	$390.00	$1950.00
24	10 ft. width - Colored Vinyl	Each	5	$410.00	$2050.00
25	12 ft. width - Galvanized	Each	5	$410.00	$2050.00
26	12 ft. width - Colored Vinyl	Each	5	$430.00	$2150.00
Scope of work: Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	$200.00	$800.00
28	3 ft. width - Colored Vinyl	Each	4	$210.00	$840.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	$475.00	$1900.00
30	4 ft. width - Galvanized	Each	4	$210.00	$840.00
31	4 ft. width - Colored Vinyl	Each	4	$220.00	$880.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	$485.00	$1940.00
33	5 ft. width - Galvanized	Each	4	$220.00	$880.00
34	5 ft. width - Colored Vinyl	Each	4	$240.00	$960.00
35	6 ft. width - Galvanized	Each	4	$230.00	$920.00
36	6 ft. width - Colored Vinyl	Each	4	$250.00	$1000.00
37	10 ft. width - Galvanized	Each	4	$450.00	$1800.00
38	10 ft. width - Colored Vinyl	Each	4	$475.00	$1900.00
39	12 ft. width - Galvanized	Each	4	$500.00	$2000.00
40	12 ft. width - Colored Vinyl	Each	4	$525.00	$2100.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	$3000.00	$15000.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	$3200.00	$16000.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	$3100.00	$24800.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	$3300.00	$16500.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	$3500.00	$35000.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	$3700.00	$14800.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	$3700.00	$14800.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	$3900.00	$15600.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	$4500.00	$18000.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	$4700.00	$18800.00
Scope of work: Furnish & Install 4 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
51	Galvanized, 3" round terminal/gate post	Each	10	$130.00	$1300.00
52	Colored, 3" round terminal/gate post	Each	10	$140.00	$1400.00
53	Galvanized, 4" round terminal/gate post	Each	10	$150.00	$1500.00
54	Colored, 4" round terminal/gate post	Each	20	$160.00	$3200.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	$350.00	$3500.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	$375.00	$3750.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	$525.00	$5250.00
58	Colored, 8-5/8" round terminal/gate post	Each	10	$600.00	$6000.00
Scope of work: Furnish & Install 6 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
59	Galvanized, 3" round terminal/gate post	Each	5	$205.00	$1025.00
60	Colored, 3" round terminal/gate post	Each	5	$215.00	$1075.00
61	Galvanized, 4" round terminal/gate post	Each	5	$225.00	$1125.00
62	Colored, 4" round terminal/gate post	Each	5	$235.00	$1175.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	$425.00	$2125.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	$450.00	$2250.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	$675.00	$3375.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	$750.00	$3750.00
Scope of work: Furnish & Install Top Rail with all required hardware to complete fencing connection. (Notes 1-5).					
67	Galvanized Top Rail	Lineal Foot	60	$3.00	$180.00
68	Colored Top Rail	Lineal Foot	60	$3.50	$210.00
Scope of work: Furnish & Install Fabric with all required hardware to complete fencing connection. (Notes 1-5).					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	$4.00	$40.00
70	4 ft. high, Colored fabric	Lineal Foot	10	$4.50	$45.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	$5.00	$50.00
72	6 ft. high, Colored fabric	Lineal Foot	10	$5.50	$55.00
Scope of work: Furnish & Install Stretcher Bar with all required hardware to complete fencing connection. (Notes 1-5).					
73	4 ft. high, Galvanized stretcher bar	Each	4	$100.00	$400.00
74	4 ft. high, Colored stretcher bar	Each	4	$110.00	$440.00
75	6 ft. high, Galvanized stretcher bar	Each	4	$110.00	$440.00
76	6 ft. high, Colored stretcher bar	Each	4	$120.00	$480.00
Additional services and labor may be purchased under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	per hour	300	$80.00	$24000.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	per hour	300	$45.00	$13500.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	$120.00	$6000.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	$67.50	$3375.00
				TOTAL	**$434050.00**

SECTION 3 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The City of Port Orange is soliciting sealed competitive bids for fencing services to include repairs, replacement fence and new fence on an as needed basis throughout the City.

This bid is for the purchase and installation of galvanized chain link, vinyl and ornamental fencing and gates; purchase and installation of other types of fencing; demolition and removal of existing fencing, and repairs of existing fencing. All materials used by the awarded contractor(s) must comply with current ASTM/ANSI standards.

TECHNICAL SPECIFICATIONS

The specifications are listed below and on the Schedule of Unit Pricing (Attachment 1). Bidder will be responsible for meeting all specifications as outlined herein and on the Schedule of Unit Pricing.

1.0 Chain Link Fencing

1.1. System Description

Fence Height: 4 feet and 6 feet
Line Post Spacing: At intervals not exceeding 10 feet

1.2. Material and Components

1. **Framework Material:** Schedule 40 steel pipe, standard weight; ASTM A 120.
2. **Fabric:** CLFM1 Standard Industrial Service; ASTM A 392 zinc-coated steel, 2 inch diamond mesh, 9 gauge interwoven; FS RR-F-191, Type 1. Top selvage knuckle end closed, bottom selvage knuckle end closed.
3. **Tension Wire:** Steel, single strand, 6 gauge thick.
4. **Finish:** Galvanized, 1.8 oz./sq. ft. coating, ASTM A 123.
5. Concrete Anchorage for posts.
6. **Line Posts:** 2.50-inch diameter steel pipe, Schedule 40, one piece, without joints.
7. **Corner and Terminal Posts:** 3.0-inch diameter steel pipe, Schedule 40, one piece, without joints
8. **Fence Posts:** Schedule 40 in the following sizes: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10' 6"; 6 5/8" x 10' 6"; 8 5/8" x 10' 6".
9. **Top and Brace Rail:** 1.66-inch diameter, plain end, sleeve coupled pipe.
10. **Gate Frame:** 1.66-inch diameter for welded fabrication.
11. **Caps:** Cast steel galvanized, sized to post diameter, set screw retainer.
12. **Fittings:** Sleeves, bands, clips, rail ends, tension bars, fasteners, and fittings: steel.
13. **Gate Hardware:** ASTM A 153; fork latch with gravity drop, center gate stop and drop rod for double gates, three 180-degree gate hinges per lead, and hardware for padlock. Clam shell or Boxed hinged for 90 degree gates.

1.3. Installation

1. Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.
2. Set terminal and posts plumb in concrete footings with top of footing 6 inches below finish grade. Embed posts a minimum 2 feet into concrete.
3. Provide top rail through line posts and splice with 7-inch-long rail sleeves.
4. Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less.
5. Position bottom of fabric one inch above finish grade.
6. Fasten fabric to top rail, line posts, and braces and bottom tension wire on rail with wire ties maximum 15 inches on center.
7. Attach fabric to end and corner posts with tension bars and tension bar clips.

8. Install bottom tension wire stretched taut between terminal posts.
9. Brace each gate and corner posts to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and post gates.
10. Provide gate posts: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10'6"; 6 5/8" x 10'6"; 8 5/8" x 10"6" as applicable.
11. Install gate fabric to match fence. Install three hangars, latch, catches, drop hold torsion spring retainer.
12. Provide concrete center drop to footing depth and drop and retainers at center of double gate openings.

1.4. Installation Tolerances

1. Maximum variation from plumb: 1/4 inch
2. Maximum offset from true position: One (1) inch
3. Components shall not infringe on adjacent property lines.

1.5. Fencing Other Than Chain Link

Material specifications and installation requirements for other types of fencing will be determined by the City's Maintenance Department on a per job basis. All materials and installation requirements must adhere to ASTM/ANSI standards as applicable for the particular type of fencing.

1.6. Demolition and Removal of Existing Fencing

1. Demolition and removal of existing fencing includes the removal of fencing and related materials from the work site.
2. The awarded contractor(s) will be required to dispose of all fencing material in accordance with all applicable, rules, regulations, ordinances and laws governing the disposal of fencing material. Material may NOT be disposed of on City property unless approved by the City. The City may ask any unused fencing be dropped off at our warehouse for future projects.

2.0 Ornamental Fencing

2.1. Scope

1. This Section of the Specifications is intended to cover the furnishing of all labor, materials, equipment, and/or incidentals necessary to the completion of all requirements of the drawings, notes, schedules, and these specifications concerning ornamental fencing, gates and grilles including all posts, brackets, and accessories and the installation thereof.

2.2. Shop Drawings and Samples

1. Complete and detailed Shop Drawings indicating profile, locations, size, material, finish, and details of installation of all handrails and accessories shall be submitted for approval. No fabrication shall be done until approval of Shop Drawings is obtained.

2.3. Design Criteria

1. All fencing and gates shall be designed, manufactured and installed to carry 200 pounds per linear foot downward force at top rail, 50 pounds per linear foot horizontal force applied at the top rail and 25 pounds per square foot at center panel sections.

2.4. Fence, Gates and Grilles

1. Furnish and install fence, gates and grilles of sizes as shown on the drawings. As a basis for design, the fence, gates, posts, and fittings are based on those manufactured by Metalco (800) 708-2526, Model # LISTON or equal. Products and grilles by other manufacturers or fabricators meeting these specifications will be acceptable. Fencing, gates, and grilles shall be manufactured from galvanized steel or heavy-duty aluminum, load specifications as per the above specified with a baked on polyester resin coating. Color to be selected by Architect. All connections will be either welded or riveted where appropriate and provide anchoring systems to accommodate the field connection.

Ameristar Fence Products (1-918-835-0898) is an approved equal. Montage Fencing is an approved equal.

2. Components: Fence, gates and grilles shall be Liston model with vertical elements of cold pre-bent tubular steel 3/4" diameter gauge 0.060 inches. Horizontal elements one tubular steel diameter 1-1/8" gauge 0.060 fence panels to be 46-1/2" high.

3. Provide pre-engineered protective cage/grilles over gable end louvers and roof/wall ventilators subject to damage due to high wind projectiles on EHPA building and where identified in the construction documents. Protective units to be painted the same color as the substrate it is anchored to.

4. Steel and Iron Ornamental Metal Work

A. Field verify and measure actual size of depressions in concrete tilt wall and other construction contiguous with ornamental metal prior to fabrication. Coordinate all installation of anchorages for ornamental metal items. Furnish setting drawings, templates, and directions for installing anchorage including sleeves, inserts, anchors, bolts and items with integral anchors that are to be embedded in concrete or masonry.

2.5. Cantilever Gates:

1. Gate Frame: The entire frame and support members shall be manufactured with the same aluminum material, alloy and temper 6061-T6 (ASTM 1184). Fabricate chain link cantilever slide gates in accordance with ASTM F-1184, using 2' Schedule 40 galvanized outside vertical members. Members are welded together with a continuous top track and bottom rail to form a rigid one-piece frame. Vertical interior support uprights will be positioned equally throughout the frame structure. There shall be no openings in any frame work. The cantilever overhang will be 40% or greater for any given opening size.

2. Chain link fabric 2" x 9 gage Knuckle Fabric shall be installed over the entire gate length (UL-325) which will create a universal design (gate can be used for right or left hand applications). Fabric will be attached securely with tension bars that are attached on either frame end by tension bands. High tensile wire will provide additional fabric support across the top and bottom of the gate structure.

3. Wheel Assemblies shall be malleable or ductile Steel housing with Nylon wheels with protective covers. One top and bottom assembly shall be attached to each guide post.

4. Gate posts shall be 4" OD schedule 40 pipe with top caps on all post. Two support posts and 1 latch post shall be installed. A 3 foot 3/16" GA30 Galvanized chain shall be welded to the end post to secure the gate.

5. Gate posts Footing shall be set in concrete (3000 psi compressive strength). The footing shall be 16" in diameter with depth approximately 6" deeper than the post bottom. Deeper footing may be required in areas with loose or soft soil. Set post bottom at least 36" below the surface. Posts must be plumb. Install gates plumb, level and secure for the full opening size making sure they move free of obstructions. Adjust hardware for smooth operation.

2.6. Installation and Workmanship

1. All work shall be of the finest quality and shall be fabricated in a shop whose principal business is the manufacture of the highest-grade ornamental metal work.
2. Fencing, gates and grilles shall be shipped completely pre-finished with all necessary accessories, ready for installation.
3. The fence, gates and grilles shall be rigidly and securely installed in a first class manner by mechanics experienced in the erection of ornamental metal. All fasteners, screws, and fittings shall be drawn tightly.
4. Joints shall be accurately machined to be sharp and true and free from discolorations, welds to be ground smoother prior to receiving protective coatings.
5. Caulk all joints and gapes of dissimilar materials the metal will penetrate to achieve its intended anchoring surfaces to insure a watertight installation.
6. All work areas will be clean and free of debris, tools and material daily.
7. After the work is completed, the Contractor to clean or repair any damage that can be attributed to the Contractor's workmen.

3.0 VINYL FENCING

3.1. Work Included

1. Fence sections including pickets, rails, posts, and caps
2. Gates and related hardware
3. Excavation and anchorage for posts

4. Spacing between posts should be 6 feet

3.2. Quality Assurance

1. Cell classification - ASTM D1784 - 14344B
2. Tensile Strength - 6,500 psi - ASTM D638
3. Izod impact (ft. lbs./in notch) 23'C - 5.0 O'C - 2.0 - ASTM D256
4. Tensile modulus 425,000 psi - ASTM D638
5. Deflection Temperature 67° C - ASTM D648
6. Thermal expansion 3 x 10.5 in / in F

3.3. Submittals

1. Manufacturer's technical literature with fence and gate installation instructions
2. Shop drawings showing fence design
3. Material samples if requested

3.4. Material

1. The fence is constructed with materials made of rigid Poly Vinyl Chloride (PVC) formulated to resist impact and for Ultra Violet (UV) stabilization
2. The extruded product meets or exceeds ASTM DI 784

3.5. Manufacturer

1. Bufftech or approved Equal

3.6. Components

1. Rails, Pickets, Posts
   a. Are cut to specific lengths as required for style specified
   b. Rails are routed to receive pickets
   c. Posts are routed to receive rails at correct heights
2. Stiffener Channel
   a. Bottom rails for residential and commercial applications contain steel reinforcing for additional strength. Refer to style channel available upon request.
3. Post Caps
   a. Caps are PVC molded
   b. External fit flat for true 4" x 4" and 5" x 5" posts
   c. Internal flat cap available for standard wall 5" x 5" posts and 4" x 4" posts
4. Gates
   a. Constructed from rigid PVC with reinforcement
   b. Gates are designed to match fence section. All hardware and bracing is included
5. Hardware for Commercial Styles
   a. Self-closing hinge:
      i. Reinforced nylon structure
      ii. Unit has self-closing capabilities
      iii. Hinge is adjustable to relieve sag or misalignment problems
      iv. Mounts on two sides of post for strength and stability
   b. Nuts, Bolts, Washers and Screws:
      i. Stainless steel
      ii. Screw heads are painted black to match hinge
      iii. Black acorn nuts and washers are used for safety and aesthetics
      iv. Screw heads are covered using a UV stabilized, molded two-part snap cap system
      v. Contact manufacturer for Post & Rail hardware

3.7. Warranty

Manufacturer's Warranty: Lifetime non-prorated limited warranty applies to original owner/consumer, or 30-year non-prorated warranty applies to commercial application.

4.0 BID PRICING

1. The Schedule of Unit Pricing (Attachment 1) must be signed by an individual of the bidding firm that has

the authority to bind the firm.

2. No additional charges will be permitted that are not included on the bid sheet.

4.1. Chain Link, Vinyl and Ornamental Fencing

Bid pricing is requested for installed chain link, vinyl and ornamental fencing on a linear foot basis, based on the scope of services and requirements in sections 1.0, 2.0, 3.0 and the increments as detailed on the bid sheet. Additionally, bid pricing is requested for gates in both 4 and 6 foot heights, and bid pricing is requested for fence gate posts per each as detailed on the bid sheet.

4.2. Fencing Other Than Chain Link

Bid pricing is requested for other types of fencing as follows:

1. Installation – hourly rate
2. Percentage of mark-up over cost for materials

4.3. Demolition of Existing Fence

Bid pricing is requested for demolition of existing fence on a linear foot basis, based on the scope of services in section 1.4.

End of Specifications

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CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #1
September 8, 2021
ITB #21-21 FENCING SERVICES

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 8, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**
On the DemandStar posting of this Invitation to Bid, e-bidding was erroneously checked as an option to submit bids. The City of Port Orange will NOT be accepting bids through DemandStar and if any are received through DemandStar, they will be rejected without exception.

B. **CHANGES TO SPECIFICATIONS:**
None

C. **QUESTIONS AND ANSWERS:**
None

In all other respects, except as specifically stated herein, the subject ITB #21-21 Fencing Services remains unchanged.

END OF ADDENDUM #1

Jill Poolman, Purchasing Manager
jpoolman@port-orange.org

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. #2
October 5, 2021
ITB #21-21 FENCING SERVICES

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 7, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**
On (Attachment 1) ITB Schedule of Unit Pricing, General notes currently reads:
General notes: Contractor shall be responsible to secure all permits required to install & complete project. No permit fees shall be charged or included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.
This verbiage is hereby changed to read:
General notes: Contractor shall be responsible to secure all permits required to install & complete project. Applicable permit fees shall be charged and included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.

B. **CHANGES TO SPECIFICATIONS:**
1. Pursuant to the change outlined in A. Clarifications above, please see Revised "Attachment 1" ITB Schedule of Unit Pricing posted as a separate document intended to replace the original "Attachment 1" ITB Schedule of Unit Pricing. Please note that Bidders **must** complete and include with their submittal the Revised "Attachment 1" ITB Schedule of Unit Pricing in lieu of the original. **Failure to submit the Revised "Attachment 1" ITB Schedule of Unit Pricing will result in a determination of 'non-responsive' and rejection of the bid.**
2. In Section 6 – Special Conditions/Requirements/Instructions, p. 41, the following language is added to the end of the paragraph titled **PAYMENT & PERFORMANCE BONDS:**
Bidder must submit a current letter from bidder's bonding agent showing proof of bonding capacity. This letter must accompany bid package submitted or bidder will be deemed non-responsive and bid submittal will be rejected.

C. **QUESTIONS AND ANSWERS:**
N/A

Jill Poolman, CPPO, CPPB
Purchasing Manager
jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #21-21 FENCING SERVICES remains unchanged.

END OF ADDENDUM NO. #2

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

FENCING SERVICES

ITB #21-21

City of Port Orange Purchasing Division

Prepared by: Jill Poolman, Purchasing Manager
Release Date: September 7, 2021

Bid Due Date & Time: October 12, 2021 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129 (386) 506-5718
purchdiv@port-orange.org www.port-orange.org

Legal Notice to Proposers

ITB #21-21
FENCING SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-21 FENCING SERVICES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on October 12, 2021** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **September 21, 2021** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting. Although this meeting is not mandatory, all who intend to bid are encouraged to attend.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for fencing services*.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to: jpoolman@port-orange.org or purchdiv@port-orange.org and reference "**Questions on ITB #21-21 FENCING SERVICES**" in the subject line. Last day for questions will be **September 28, 2021 at 5:00 P.M.**

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Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. **ITB #21-21**

BID TITLE: **FENCING SERVICES**

DUE DATE/TIME: **October 12, 2021 at 2:30 P.M.**

SUBMITTED BY: _____

(Name of Company)

ADDRESS:

_____

_____

DELIVER TO: **City of Port Orange, City Clerk's Office**
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW 5
SECTION 2 – INSTRUCTIONS TO BIDDERS 6
SECTION 3 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS 10
SECTION 4 – STANDARD PURCHASE DEFINITIONS 15
SECTION 5 – GENERAL TERMS AND CONDITIONS 18
SECTION 6 – SPECIAL CONDITIONS/REQUIREMENTS/INSTRUCTIONS 41
SECTION 7 – REQUIRED FORMS 43
FORM 7.1 – BID SUBMITTAL CHECKLIST 43
FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM 44
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT 45
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT 46
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 47
FORM 7.6 – ANTI-COLLUSION FORM. 48
FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS 49
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE 50
FORM 7.9 – LISTING OF SUBCONTRACTORS 52
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY 53
FORM 7.11 – E-VERIFY AFFIDAVIT 54
FORM 7.12 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS 55
ATTACHMENT 1 – SCHEDULE OF UNIT PRICIN 56
BID BOND 57
PAYMENT & PERFORMANCE BOND (FOR INFORMATIONAL PURPOSES ONLY) 58
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY) 59
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONAL PURPOSES ONLY) 60
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY) 61

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Companies (Bidders) for the provision of contracting fencing services for the City of Port Orange, FL.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Bidder) desiring to provide services, as described herein shall submit sealed bids including one (1) original and one (1) digital (CD or flash drive) version in .pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution .....September 7, 2021
Non-Mandatory Pre-Bid Conference……September 21, 2021 @ 10:00 A.M.
Deadline for Questions:……September 28, 2021 by 5:00 P.M.
Final Addendum Posting:……October 5, 2021 by 5:00 P.M.
Bids Due:……..October 12, 2021 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... ..To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a) Invitation to Bid (ITB) Number and Title
b) Date of Opening
c) Name of Vendor
d) Address of Vendor

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Bidders are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "**ITB #21-21 FENCING SERVICES"** in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jpoolman@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and DemandStar websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS:

Bidders shall be licensed to do business in the State of Florida and submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process,

all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:
Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:
If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:
Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:
Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:
Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:
The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required may result in a recommendation of nonresponsive by the Purchasing Manager.

DEBARMENT HISTORY:
The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.

(b) Failure to perform according to contract provisions.

(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract. Failure to timely provide required post-award documents may result in the rescission of the award .

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SECTION 3 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The City of Port Orange is soliciting sealed competitive bids for fencing services to include repairs, replacement fence and new fence on an as needed basis throughout the City.

This bid is for the purchase and installation of galvanized chain link, vinyl and ornamental fencing and gates; purchase and installation of other types of fencing; demolition and removal of existing fencing, and repairs of existing fencing. All materials used by the awarded contractor(s) must comply with current ASTM/ANSI standards.

TECHNICAL SPECIFICATIONS

The specifications are listed below and on the Schedule of Unit Pricing (Attachment 1). Bidder will be responsible for meeting all specifications as outlined herein and on the Schedule of Unit Pricing.

1.0 Chain Link Fencing

1.1. System Description

Fence Height: 4 feet and 6 feet
Line Post Spacing: At intervals not exceeding 10 feet

1.2. Material and Components

1. **Framework Material:** Schedule 40 steel pipe, standard weight; ASTM A 120.
2. Fabric: CLFM1 Standard Industrial Service; ASTM A 392 zinc-coated steel, 2 inch diamond mesh, 9 gauge interwoven; FS RR-F-191, Type 1. Top selvage knuckle end closed, bottom selvage knuckle end closed.
3. Tension Wire: Steel, single strand, 6 gauge thick.
4. Finish: Galvanized, 1.8 oz./sq. ft. coating, ASTM A 123.
5. Concrete Anchorage for posts.
6. Line Posts: 2.50-inch diameter steel pipe, Schedule 40, one piece, without joints.
7. Corner and Terminal Posts: 3.0-inch diameter steel pipe, Schedule 40, one piece, without joints
8. Fence Posts: Schedule 40 in the following sizes: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10' 6"; 6 5/8" x 10' 6"; 8 5/8" x 10' 6".
9. Top and Brace Rail: 1.66-inch diameter, plain end, sleeve coupled pipe.
10. Gate Frame: 1.66-inch diameter for welded fabrication.
11. Caps: Cast steel galvanized, sized to post diameter, set screw retainer.
12. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners, and fittings: steel.
13. Gate Hardware: ASTM A 153; fork latch with gravity drop, center gate stop and drop rod for double gates, three 180-degree gate hinges per lead, and hardware for padlock. Clam shell or Boxed hinged for 90 degree gates.

1.3. Installation

1. Install framework, fabric and accessories in accordance with ASTM F567 and manufacturer's instructions.
2. Set terminal and posts plumb in concrete footings with top of footing 6 inches below finish grade. Embed posts a minimum 2 feet into concrete.
3. Provide top rail through line posts and splice with 7-inch-long rail sleeves.
4. Stretch fabric between terminal posts or at all intervals of 100 feet maximum, whichever is less.
5. Position bottom of fabric one inch above finish grade.
6. Fasten fabric to top rail, line posts, and braces and bottom tension wire on rail with wire ties maximum 15 inches on center.
7. Attach fabric to end and corner posts with tension bars and tension bar clips.

8. Install bottom tension wire stretched taut between terminal posts.
9. Brace each gate and corner posts to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and post gates.
10. Provide gate posts: 2" x 8'; 2 ½ x 8'; 3" x 8'; 4" x 10'6"; 6 5/8" x 10'6"; 8 5/8" x 10"6" as applicable.
11. Install gate fabric to match fence. Install three hangars, latch, catches, drop hold torsion spring retainer.
12. Provide concrete center drop to footing depth and drop and retainers at center of double gate openings.

1.4. Installation Tolerances

1. Maximum variation from plumb: 1/4 inch
2. Maximum offset from true position: One (1) inch
3. Components shall not infringe on adjacent property lines.

1.5. Fencing Other Than Chain Link

Material specifications and installation requirements for other types of fencing will be determined by the City's Maintenance Department on a per job basis. All materials and installation requirements must adhere to ASTM/ANSI standards as applicable for the particular type of fencing.

1.6. Demolition and Removal of Existing Fencing

1. Demolition and removal of existing fencing includes the removal of fencing and related materials from the work site.
2. The awarded contractor(s) will be required to dispose of all fencing material in accordance with all applicable, rules, regulations, ordinances and laws governing the disposal of fencing material. Material may NOT be disposed of on City property unless approved by the City. The City may ask any unused fencing be dropped off at our warehouse for future projects.

2.0 Ornamental Fencing

2.1. Scope

1. This Section of the Specifications is intended to cover the furnishing of all labor, materials, equipment, and/or incidentals necessary to the completion of all requirements of the drawings, notes, schedules, and these specifications concerning ornamental fencing, gates and grilles including all posts, brackets, and accessories and the installation thereof.

2.2. Shop Drawings and Samples

1. Complete and detailed Shop Drawings indicating profile, locations, size, material, finish, and details of installation of all handrails and accessories shall be submitted for approval. No fabrication shall be done until approval of Shop Drawings is obtained.

2.3. Design Criteria

1. All fencing and gates shall be designed, manufactured and installed to carry 200 pounds per linear foot downward force at top rail, 50 pounds per linear foot horizontal force applied at the top rail and 25 pounds per square foot at center panel sections.

2.4. Fence, Gates and Grilles

1. Furnish and install fence, gates and grilles of sizes as shown on the drawings. As a basis for design, the fence, gates, posts, and fittings are based on those manufactured by Metalco (800) 708-2526, Model # LISTON or equal. Products and grilles by other manufacturers or fabricators meeting these specifications will be acceptable. Fencing, gates, and grilles shall be manufactured from galvanized steel or heavy-duty aluminum, load specifications as per the above specified with a baked on polyester resin coating. Color to be selected by Architect. All connections will be either welded or riveted where appropriate and provide anchoring systems to accommodate the field connection.

Ameristar Fence Products (1-918-835-0898) is an approved equal. Montage Fencing is an approved equal.

2. Components: Fence, gates and grilles shall be Liston model with vertical elements of cold pre-bent tubular steel 3/4" diameter gauge 0.060 inches. Horizontal elements one tubular steel diameter 1-1/8" gauge 0.060 fence panels to be 46-1/2" high.

3. Provide pre-engineered protective cage/grilles over gable end louvers and roof/wall ventilators subject to damage due to high wind projectiles on EHPA building and where identified in the construction documents. Protective units to be painted the same color as the substrate it is anchored to.

4. Steel and Iron Ornamental Metal Work

A. Field verify and measure actual size of depressions in concrete tilt wall and other construction contiguous with ornamental metal prior to fabrication. Coordinate all installation of anchorages for ornamental metal items. Furnish setting drawings, templates, and directions for installing anchorage including sleeves, inserts, anchors, bolts and items with integral anchors that are to be embedded in concrete or masonry.

2.5. Cantilever Gates:

1. **Gate Frame:** The entire frame and support members shall be manufactured with the same aluminum material, alloy and temper 6061-T6 (ASTM 1184). Fabricate chain link cantilever slide gates in accordance with ASTM F-1184, using 2' Schedule 40 galvanized outside vertical members. Members are welded together with a continuous top track and bottom rail to form a rigid one-piece frame. Vertical interior support uprights will be positioned equally throughout the frame structure. There shall be no openings in any frame work. The cantilever overhang will be 40% or greater for any given opening size.

2. Chain link fabric 2" x 9 gage Knuckle Fabric shall be installed over the entire gate length (UL-325) which will create a universal design (gate can be used for right or left hand applications). Fabric will be attached securely with tension bars that are attached on either frame end by tension bands. High tensile wire will provide additional fabric support across the top and bottom of the gate structure.

3. Wheel Assemblies shall be malleable or ductile Steel housing with Nylon wheels with protective covers. One top and bottom assembly shall be attached to each guide post.

4. Gate posts shall be 4" OD schedule 40 pipe with top caps on all post. Two support posts and 1 latch post shall be installed. A 3 foot 3/16" GA30 Galvanized chain shall be welded to the end post to secure the gate.

5. Gate posts Footing shall be set in concrete (3000 psi compressive strength). The footing shall be 16" in diameter with depth approximately 6" deeper than the post bottom. Deeper footing may be required in areas with loose or soft soil. Set post bottom at least 36" below the surface. Posts must be plumb. Install gates plumb, level and secure for the full opening size making sure they move free of obstructions. Adjust hardware for smooth operation.

2.6. Installation and Workmanship

1. All work shall be of the finest quality and shall be fabricated in a shop whose principal business is the manufacture of the highest-grade ornamental metal work.
2. Fencing, gates and grilles shall be shipped completely pre-finished with all necessary accessories, ready for installation.
3. The fence, gates and grilles shall be rigidly and securely installed in a first class manner by mechanics experienced in the erection of ornamental metal. All fasteners, screws, and fittings shall be drawn tightly.
4. Joints shall be accurately machined to be sharp and true and free from discolorations, welds to be ground smoother prior to receiving protective coatings.
5. Caulk all joints and gapes of dissimilar materials the metal will penetrate to achieve its intended anchoring surfaces to insure a watertight installation.
6. All work areas will be clean and free of debris, tools and material daily.
7. After the work is completed, the Contractor to clean or repair any damage that can be attributed to the Contractor's workmen.

3.0 VINYL FENCING

3.1. Work Included

1. Fence sections including pickets, rails, posts, and caps
2. Gates and related hardware
3. Excavation and anchorage for posts

4. Spacing between posts should be 6 feet

3.2. Quality Assurance

1. Cell classification - ASTM D1784 - 14344B
2. Tensile Strength - 6,500 psi - ASTM D638
3. Izod impact (ft. lbs./in notch) 23'C - 5.0 O'C - 2.0 - ASTM D256
4. Tensile modulus 425,000 psi - ASTM D638
5. Deflection Temperature 67° C - ASTM D648
6. Thermal expansion 3 x 10.5 in / in F

3.3. Submittals

1. Manufacturer's technical literature with fence and gate installation instructions
2. Shop drawings showing fence design
3. Material samples if requested

3.4. Material

1. The fence is constructed with materials made of rigid Poly Vinyl Chloride (PVC) formulated to resist impact and for Ultra Violet (UV) stabilization
2. The extruded product meets or exceeds ASTM DI 784

3.5. Manufacturer

1. Bufftech or approved Equal

3.6. Components

1. Rails, Pickets, Posts
   a. Are cut to specific lengths as required for style specified
   b. Rails are routed to receive pickets
   c. Posts are routed to receive rails at correct heights
2. Stiffener Channel
   a. Bottom rails for residential and commercial applications contain steel reinforcing for additional strength. Refer to style channel available upon request.
3. Post Caps
   a. Caps are PVC molded
   b. External fit flat for true 4" x 4" and 5" x 5" posts
   c. Internal flat cap available for standard wall 5" x 5" posts and 4" x 4" posts
4. Gates
   a. Constructed from rigid PVC with reinforcement
   b. Gates are designed to match fence section. All hardware and bracing is included
5. Hardware for Commercial Styles
   a. Self-closing hinge:
      i. Reinforced nylon structure
      ii. Unit has self-closing capabilities
      iii. Hinge is adjustable to relieve sag or misalignment problems
      iv. Mounts on two sides of post for strength and stability
   b. Nuts, Bolts, Washers and Screws:
      i. Stainless steel
      ii. Screw heads are painted black to match hinge
      iii. Black acorn nuts and washers are used for safety and aesthetics
      iv. Screw heads are covered using a UV stabilized, molded two-part snap cap system
      v. Contact manufacturer for Post & Rail hardware

3.7. Warranty

Manufacturer's Warranty: Lifetime non-prorated limited warranty applies to original owner/consumer, or 30-year non-prorated warranty applies to commercial application.

4.0 BID PRICING

1. The Schedule of Unit Pricing (Attachment 1) must be signed by an individual of the bidding firm that has

the authority to bind the firm.

2. No additional charges will be permitted that are not included on the bid sheet.

4.1. Chain Link, Vinyl and Ornamental Fencing

Bid pricing is requested for installed chain link, vinyl and ornamental fencing on a linear foot basis, based on the scope of services and requirements in sections 1.0, 2.0, 3.0 and the increments as detailed on the bid sheet. Additionally, bid pricing is requested for gates in both 4 and 6 foot heights, and bid pricing is requested for fence gate posts per each as detailed on the bid sheet.

4.2. Fencing Other Than Chain Link

Bid pricing is requested for other types of fencing as follows:

1. Installation – hourly rate

2. Percentage of mark-up over cost for materials

4.3. Demolition of Existing Fence

Bid pricing is requested for demolition of existing fence on a linear foot basis, based on the scope of services in section 1.4.

End of Specifications

[Remainder of page is intentionally left blank]

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders shall acknowledge all addenda by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange website, www.port-orange.org. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Bidder. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port

Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. ASSIGNMENT

The successful Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

A Florida corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

Results from the recommendation of the requesting departments evaluation will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all sealed bid proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, Contract/s will be awarded, or Purchase Order/s issued to the LOWEST Responsible and Responsive Bidder/s within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return, together with the insurance certificates to the office of the Owner, within the time specified.

10. BID RETURNS

Bidders shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidders unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.

b. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Bidders who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be additional instructions explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the total bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount at the Bidder's sole cost and expense and will be recorded with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Bidders are entitled to the return of their surety when the Purchasing Manager has required such. A successful Bidder shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. CLEAN UP

Upon completion of the delivery of materials and or services, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF BIDDERS

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written Notice of Intended Action containing the recommendation of award to the Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff or City Council

members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY BIDDER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

The Contractor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. DEFAULT PROVISIONS

In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and hold the Contractor responsible for excess costs incurred as a result. If a Contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

30. DELIVERY OF GOODS/SERVICES

Upon approval of a contract, the Contractor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Contractor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Contractor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Contractor to meet the contract delivery dates will be cause for removal of the Contractor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDERS

In determining the lowest and best responsible Bidders, in addition to price, the following will be considered:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a vendor from the Bidder list is done after nonresponse from that Bidder for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple Responses for different products or services.

34. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

35. E-VERIFY

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired on or after January 1, 2021 by the Bidder and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.11 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

36. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time.

37. FAILURE TO RESPOND

If the Bidder elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

38. FINANCIAL STABILITY

Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dun & Bradstreet report will be accepted in lieu thereof.

39. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

40. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

41. GOVERNING LAW

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

42. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Contractor/Provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

43. HIPAA COMPLIANCE

The Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191,45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA.

44. IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

45. INDEMNIFICATION/HOLD HARMLESS

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

46. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful vendor has no authority to bind the City.

The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City

cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred as arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's employees performed in connection with the Contract.

47. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

48. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

49. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance

policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
REQUIRED	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000 ,000 Contracts over $20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of $500,000 required.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest IS O for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
REQUIRED ☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
	City Manager waives Payment and Performance Bond for work under $25,000.00.		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

50. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

Each Bidder agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

52. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

53. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

54. LICENSES, PERMITS AND TAXES

The Bidder shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

55. LITERATURE (if applicable):

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

56. LOCAL PREFERENCE

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

57. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

58. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining

equality and acceptability of products offered.

59. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

60. NON-EXCLUSIVITY OF CONTRACT

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

61. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

63. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

64. OTHER AGENCIES

(a) All Bidders awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

65. PATENTS/COPYRIGHTS

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

66. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

69. PRICING

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting Bids/Proposals based on a Lump Sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

70. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

71. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any

financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

72. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Contractor during the term of contract, and the Contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

73. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

74. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

75. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time

of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

76. PURCHASE ORDER AND DELIVERY

The successful Bidder shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

77. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

78. RECORDS/AUDIT

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

79. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

80. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

81. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the Solicitation and subsequent Contract.

82. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

83. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

84. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

86. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder’s request, be returned within thirty (30) days after bid award at the Bidder’s expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

87. SEPARATION AND DISTRIBUTION

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

88. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

89. SIGNATURE REQUIRED

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original – no rubber stamp, photocopy, etc.

90. SIGNED RESPONSE CONSIDERED AN OFFER

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City.

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version in .pdf format unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

93. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

94. SUBCONTRACTING

The Contractor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

95. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

96. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

97. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

98. TERMINATION CONVENIENCE – NOTICE

The City of Port Orange reserves the right to terminate the contract for default if the Contractor breaches any of the terms therein, including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

99. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice of thirty days prior to the date of cancellation of the

contract. The Bidder shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

101. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

102. USE OF SOLICITATION FORMS

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

For purposes of Response evaluation, Bidders must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

104. BIDDER'S PRODUCT OR SERVICES

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments.

Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

105. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Bidders, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The City Council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

106. WARRANTIES

Bidder s shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS/REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:
Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM:
The initial term of the contract is two (2 years) upon agreement. Two (2) one (1) year renewals are available upon agreement between both parties.

TIME-LINE FOR AWARD:
Notice of Intent to Award will occur after bid opening and complete review of all submitted bid information.

BID BONDS
A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission. If the bidder fails to submit the required bid bond, the bid will be deemed non-responsive and will not be considered for award.

PAYMENT & PERFORMANCE BONDS
The work to be performed under this Invitation to Bid and subsequent agreement between the awarded contractors and the City will be done throughout the City of Port Orange and will vary in size and cost. Based on the value of specific projects, the City may require the awarded contractor to furnish and pay for a one hundred percent (100%) of project value Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

TIME IS OF THE ESSENCE: The Contractor acknowledges that time is of the essence to complete the work as required under its contract(s) with the City of Port Orange. The Contractor agrees that all work shall be performed diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the contractually required time. Should the Contractor neglect, fail, or refuse to complete the work within the time specified by the City representative for each project, then the Contractor shall pay to the City the daily liquidated damage sum of up to $500.00, not as a penalty but as liquidated damages for breach of Contract as set forth herein.

ELIGIBILITY OF VENDOR:
To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS
Contractor is responsible for all applicable local and state licenses, permits and fees.

NOTICE:
The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CONTRACTOR SELECTION & METHODOLOGY:
The City desires to award the lowest responsive and responsible bidder as the "Primary" contractor and can award up to three (3) additional responsive and responsible contractors. Work awarded under this bid will be divided into two categories. The first of which shall include projects valued from zero "0" dollars to twenty-five thousand "$25,000.00" dollars. Work in this category will be assigned to the "Primary" awarded contractor to provide a quote. If the "Primary" awarded contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the 2nd lowest awarded contractor will be asked to quote the project. Likewise, if the 2nd lowest awarded contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the 3rd lowest awarded contractor will be

asked to quote the project and so on until the project is successfully assigned. The second category will include projects with an estimated value of $25,001 - $200,000 and shall be quoted amongst all awarded contractors. Category two projects will require participation from all awarded contractors either by written quote or written declination to quote.

The City reserves the right to amend this methodology for contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

WARRANTY:

The Contractor will provide all warranties within the specifications and a warranty for materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____Form 7.2 – Bidder's Acknowledgement Form

_____Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____Form 7.4 – Drug Free Preference Statement

_____Form 7.5 – Public Entity Crimes Statement

_____Form 7.6 – Anti-Collusion Form

_____Form 7.7– Statement of Bidder's Qualifications

_____Form 7.8 – Professional References for Previous Experience

_____Form 7.9 – Listing of Subcontractors

_____Form 7.10 – Local Business Affidavit of Eligibility

_____Form 7.11 – E-Verify Affidavit

_____Form 7.12 - Debarment, Suspension and Other Responsibility Matters

_____Attachment 1 – ITB Schedule of Unit Pricing

_____ Bid Bond

_____ Current Letter of Bonding Capacity

_____ Copy of License (Contractor, Sunbiz, etc.)

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in .pdf format.

BY:

Name of Business: _____

Authorized Signature: _____

Date: _____

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to bid.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Bidder interested in this ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: □ I take NO exceptions. □ Exceptions (list below; add additional pages if necessary):

_____

_____

_____	_____
NAME OF BUSINESS	MAILING ADDRESS
_____	_____
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF_____COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this_____day of_____, 20____, by _____, as_____of
(NAME) (TITLE)
_____and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

□ is personally known to me; or

□ has produced_____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change. I acknowledge the following statement regarding the Change Order Procedure to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20___, by _____, as _____ of _____ and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[*Notary: Please select one]*

□ is personally known to me; or

□ has produced _____ as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

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

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

By:_____
Printed Name: _____
Title: _____

STATE OF_____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this_____day of_____, 20___, by _____, as_____of
(NAME) (TITLE)
_____and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

□ is personally known to me; or

□ has produced_____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of_____(name of Offeror or business) is _____.

2. My relationship to_____(name of Offeror or business) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By:_____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this_____day of_____, 20____, by _____, as_____of _____and who:

[*Notary: Please select one]*

□ is personally known to me; or

□ has produced_____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:
By signing this form, the Bidder agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME of SIGNATORY ABOVE: _____

TITLE: _____

ADDRESS: _____

CITY: _____STATE:_____ZIP CODE: _____

TELEPHONE:_____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. **If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.**

A. Name of Bidder_____
B. Permanent main office address _____
C. Date organized _____
D. If a corporation, where incorporated _____
E. How many years have you been engaged in the contracting business under your present firm or trade name? _____
F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **(Use separate paper and attach with submittal.)**
G. General character of work performed by your company _____
H. Have you ever failed to complete any work awarded to you? ____yes ___no If yes, where and why?
_____
I. Have you ever defaulted on a contract? ____yes ____no If yes, where and why?
_____
J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. **(Use separate paper and attach with submittal.)**
K. List your major equipment currently owned or leased. **(Use separate paper and attach with submittal.)**
L. Experience in work similar to this type of project. **(Use separate paper and attach with submittal.)**
M. Background and experience of the principal members of your organization, including the officers. **(Use separate paper and attach with submittal.)**
N. Credit currently available: $_____
O. Give bank representative name: _____
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ____yes ___no If no, please state the reason._____.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

By: _____
Name of Business

_____
Printed Name
Title: _____

STATE OF_____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this_____day of_____, 20___, by _____, as_____
of_____and who:

[Notary: Please select one]
□ is personally known to me; or
□ has produced_____as identification.

_____
Notary Public, State of_____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that he/she is qualified to perform the work referenced in this ITB and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. Please provide three (3) current references with correct contact information for clients that bidder has performed similar services for in the past three (3) years. **(Do not include the City of Port Orange.)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF CURRENT SUPPLIERS

List below three (3) suppliers that bidder has used in the past three (3) years. The City reserves the right to verify the validity of the information provided herein.

List suppliers that you currently use or have used in the past three (3) years for materials or equipment to perform similar work as outlined in this ITB. Bidder may list additional suppliers they wish to show on a separate page.

	Supplier Name	***Phone***	***Current Supplier? Y or N***	***Number of years doing business with***	***Description of supplies or equipment provided***
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Bidder shall not substitute subcontractors without approval from the City. Bidder shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1
Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2
Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3
Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4
Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #*(as applicable)*: _____

BUSINESS NAME:_____ CONTACT PERSON/TITLE:_____ MAILING ADDRESS:_____

CITY-STATE-ZIP:_____ Length of Time at Address Provided:_____

Physical Presence of Business: □ Headquarters and/or □ Principal Place of Business

And within Legal Boundaries: □ City of Port Orange □ Volusia County □State of Florida

FEIN *(Federal Employer Identification Number)*: _____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER:_____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A bidder who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

By:_____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of_____physical presence or_____online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a_____. He or she is_____personally known or_____produced _____as identification.

_____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

FORM 7.11 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number:_____

I, the undersigned, hereby certify that _____ [***insert contractor company name***] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [*insert contractor company name*] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____
(Print or Type Name, Title) *(Signature of Affiant)*

_____ _____
(Federal Employer ID Number – FEIN) *(E-Verify Number)*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this____day of_____, 20___,
by_____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (*TYPE OF ID*) as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.12 – DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	_____
Organization Name	Bid Number or Project Name
_____	_____
Name(s) and Title(s) of Authorized Representatives	Signature Date

This document must be completed and returned with your Submittal

"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-21
FENCING SERVICES

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

General notes : Contractor shall be responsible to secure all permits required to install & complete project. No permit fees shall be charged or included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.

NOTES

(1) Line Item Bid Price shall include furnishing of all labor & material to install total fencing project completed, as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

(2) All Fence installations shall comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

(3) All Chain Link Fabric to be minimum 9 ga. Without vinyl (.144 dia) & 2" mesh.

(4) All Fence Installations shall be Colored Vinyl unless specifically specified to be Galvanized. See Bid Specifications

(5) Fence installations shall include all posts, post caps, components and hardware to be same color as fence fabric.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Scope of work: Furnish & Install Chain Link Fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. (Notes 1-5). Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	**$0.00**	$0.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	**$0.00**	$0.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	**$0.00**	$0.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings. (Notes 1-5). Hardware not included.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
Scope of work: Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts. (Notes 1-5).					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	**$0.00**	$0.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	**$0.00**	$0.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	**$0.00**	$0.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	**$0.00**	$0.00
Scope of work: Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. (Notes 1-5). Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	**$0.00**	$0.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00
15	3 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
16	4 ft. width - Galvanized	Each	5	**$0.00**	$0.00
17	4 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
18	4 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
19	5 ft. width - Galvanized	Each	5	**$0.00**	$0.00
20	5 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
21	6 ft. width - Galvanized	Each	5	**$0.00**	$0.00
22	6 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
23	10 ft. width - Galvanized	Each	5	**$0.00**	$0.00
24	10 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
25	12 ft. width - Galvanized	Each	5	**$0.00**	$0.00
26	12 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	**$0.00**	$0.00
28	3 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
30	4 ft. width - Galvanized	Each	4	**$0.00**	$0.00
31	4 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
33	5 ft. width - Galvanized	Each	4	**$0.00**	$0.00
34	5 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
35	6 ft. width - Galvanized	Each	4	**$0.00**	$0.00
36	6 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
37	10 ft. width - Galvanized	Each	4	**$0.00**	$0.00
38	10 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
39	12 ft. width - Galvanized	Each	4	**$0.00**	$0.00
40	12 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	**$0.00**	$0.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	**$0.00**	$0.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	**$0.00**	$0.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	**$0.00**	$0.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	**$0.00**	$0.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install 4 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
51	Galvanized, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
52	Colored, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
53	Galvanized, 4" round terminal/gate post	Each	10	**$0.00**	$0.00
54	Colored, 4" round terminal/gate post	Each	20	**$0.00**	$0.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
58	Colored, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
Scope of work: Furnish & Install 6 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
59	Galvanized, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
60	Colored, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
61	Galvanized, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
62	Colored, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Top Rail with all required hardware to complete fencing connection. (Notes 1-5).					
67	Galvanized Top Rail	Lineal Foot	60	**$0.00**	$0.00
68	Colored Top Rail	Lineal Foot	60	**$0.00**	$0.00
Scope of work: Furnish & Install Fabric with all required hardware to complete fencing connection. (Notes 1-5).					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
70	4 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
72	6 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
Scope of work: Furnish & Install Stretcher Bar with all required hardware to complete fencing connection. (Notes 1-5).					
73	4 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
74	4 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
75	6 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
76	6 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
Additional services and labor may be purchased under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
				TOTAL	**$0.00**

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Name / Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* _____ *(corporate surety) and that this person has been authorized by* _____ *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: **$**_____ **City Project Number: ITB 21-21 Fencing Services**

Description of Work: ITB 21-21 Fencing Services

Project Location: Various locations in and around the City of Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

_____

ITB 21-21 Fencing Services

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____**,** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND 00/100 DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Fencing Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

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

Notice of Nonpayment and Time Limitations

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), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2021.

Attest:

_____
(Principal)

_____
(As to Corporate Principal) Secretary

By: _____
_____, _____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier:_____

A.M. Best Rating of Carrier:_____

Inception Date of Leasing Arrangement:_____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer:_____

Title:_____ **Date:** _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the_____Company, under the terms of Policy Number_____for a period from _____, 20___to_____, 20_.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company:_____

By: _____

Name/Title: _____

Sworn to and subscribed before me this_____day of__, 20____.

My Commission Expires: _____ _____

Notary Public

_____

Notary Public Printed Name

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Fencing Services to include repairs, replacement fence, and new fence on an as-needed basis throughout the City, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-21"). This Contract together with ITB 21-21, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-21, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of two (2) years ("Initial Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to the review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year,

and City Manager approval for each Purchase Order rendered under this Contract. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the City Manager approved and signed written Purchase Order(s), for projects requiring a Payment and Performance Bond, as determined by the Department:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Department Head requesting service ("Purchase Order Administrator"), shall perform contract administration of their respective purchase order(s). The Parks and Recreation Director, Susan Lovallo, shall preform contract administration for the master contract ("Contract Administrator") The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits:	Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits:	Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**			

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

27. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor:
_____
Attention: _____, President
_____
_____
_____
(___) ___-_____ - Telephone
(___) ___-_____ - Facsimile

_____@_____ - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

30. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

_____

_____

Printed Name:_____

By:_____

_____, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____

Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2021, by _____, as President of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____as identification.

_____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2021, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, MMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

End of Solicitation Documents

"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-21
FENCING SERVICES

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

General notes : Contractor shall be responsible to secure all permits required to install & complete project. No permit fees shall be charged or included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.

NOTES

(1) Line Item Bid Price shall include furnishing of all labor & material to install total fencing project completed, as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

(2) All Fence installations shall comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

(3) All Chain Link Fabric to be minimum 9 ga. Without vinyl (.144 dia) & 2" mesh.

(4) All Fence Installations shall be Colored Vinyl unless specifically specified to be Galvanized. See Bid Specifications

(5) Fence installations shall include all posts, post caps, components and hardware to be same color as fence fabric.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Scope of work: Furnish & Install Chain Link Fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. (Notes 1-5). Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	**$0.00**	$0.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	**$0.00**	$0.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	**$0.00**	$0.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings. (Notes 1-5). Hardware not included.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
Scope of work: Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts. (Notes 1-5).					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	**$0.00**	$0.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	**$0.00**	$0.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	**$0.00**	$0.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	**$0.00**	$0.00
Scope of work: Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. (Notes 1-5). Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	**$0.00**	$0.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00
15	3 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
16	4 ft. width - Galvanized	Each	5	**$0.00**	$0.00
17	4 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
18	4 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
19	5 ft. width - Galvanized	Each	5	**$0.00**	$0.00
20	5 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
21	6 ft. width - Galvanized	Each	5	**$0.00**	$0.00
22	6 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
23	10 ft. width - Galvanized	Each	5	**$0.00**	$0.00
24	10 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
25	12 ft. width - Galvanized	Each	5	**$0.00**	$0.00
26	12 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	**$0.00**	$0.00
28	3 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
30	4 ft. width - Galvanized	Each	4	**$0.00**	$0.00
31	4 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
33	5 ft. width - Galvanized	Each	4	**$0.00**	$0.00
34	5 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
35	6 ft. width - Galvanized	Each	4	**$0.00**	$0.00
36	6 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
37	10 ft. width - Galvanized	Each	4	**$0.00**	$0.00
38	10 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
39	12 ft. width - Galvanized	Each	4	**$0.00**	$0.00
40	12 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	**$0.00**	$0.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	**$0.00**	$0.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	**$0.00**	$0.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	**$0.00**	$0.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	**$0.00**	$0.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install 4 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
51	Galvanized, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
52	Colored, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
53	Galvanized, 4" round terminal/gate post	Each	10	**$0.00**	$0.00
54	Colored, 4" round terminal/gate post	Each	20	**$0.00**	$0.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
58	Colored, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
Scope of work: Furnish & Install 6 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
59	Galvanized, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
60	Colored, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
61	Galvanized, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
62	Colored, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Top Rail with all required hardware to complete fencing connection. (Notes 1-5).					
67	Galvanized Top Rail	Lineal Foot	60	**$0.00**	$0.00
68	Colored Top Rail	Lineal Foot	60	**$0.00**	$0.00
Scope of work: Furnish & Install Fabric with all required hardware to complete fencing connection. (Notes 1-5).					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
70	4 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
72	6 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
Scope of work: Furnish & Install Stretcher Bar with all required hardware to complete fencing connection. (Notes 1-5).					
73	4 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
74	4 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
75	6 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
76	6 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
Additional services and labor may be purchased under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
				TOTAL	**$0.00**

REVISED

"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-21
FENCING SERVICES

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

General notes: Contractor shall be responsible to secure all permits required to install & complete project. Applicable permit fees shall be charged and included. Projects shall be completed as per plans and/or scope of work from the City. Required Inspections, (As Built) Plans, correction notices and completion certificates shall be the responsibility of the contractor. All material and equipment shall meet or exceed design specifications as outlined in Invitation to Bid #21-21 and per project Scope of Work per City instructions.

NOTES

(1) Line Item Bid Price shall include furnishing of all labor & material to install total fencing project completed, as per Jurisdictional code and shall be gross value, inclusive of all associated costs such as vehicle, fuel, powered post hole diggers/augers, normal hand tools, etc.

(2) All Fence installations shall comply with and conform to all applicable Building Codes, Jurisdictional authorities, Local and State Jurisdictional Codes, and ASTM F 567 Standard Practices for Installation of Chain Link Fence.

(3) All Chain Link Fabric to be minimum 9 ga. Without vinyl (.144 dia) & 2" mesh.

(4) All Fence Installations shall be Colored Vinyl unless specifically specified to be Galvanized. See Bid Specifications

(5) Fence installations shall include all posts, post caps, components and hardware to be same color as fence fabric.

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
Scope of work: Furnish & Install Chain Link Fencing - includes fabric, line post, post caps, concrete footings, tension wires and fittings. (Notes 1-5). Terminal Post, strectcher bar, Top Rail and hardware not included.					
1	4 ft. high, Galvanized fencing	Lineal Foot	250	**$0.00**	$0.00
2	4 ft. high, Colored Vinyl fencing	Lineal Foot	100	**$0.00**	$0.00
3	6 ft. high, Galvanized fencing	Lineal Foot	2700	**$0.00**	$0.00
4	6 ft. high Colored Vinyl fencing	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Black Aluminum Ornamental Fencing - includes line post, post caps, concrete footings. (Notes 1-5). Hardware not included.					
5	4' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
6	6' High - Black Aluminum Ornamental Fence	Lineal Foot	100	**$0.00**	$0.00
Scope of work: Relocate or remove existing fencing, including fabric, line posts, top rails, tension wires and fittings. Fill all post holes with clean fill, and haul away any and all fence debris, including disposal of fence and posts. (Notes 1-5).					
7	Relocate existing 4 ft. high fencing	Lineal Foot	2700	**$0.00**	$0.00
8	Relocate existing 6 ft. high fencing	Lineal Foot	500	**$0.00**	$0.00
9	Relocate existing 8 ft. high fencing	Lineal Foot	200	**$0.00**	$0.00
10	Remove and dispose of damaged fencing material	Lineal Foot	3400	**$0.00**	$0.00
Scope of work: Furnish & Install Temporary Galvanized Chain-link Fencing. All materials furnished by the fencing contractor, and remain the property of the fencing contractor. (Notes 1-5). Price shall include installation and removal of fencing.					
11	Temporary - 4 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
12	Temporary - 6 ft. high, Galvanized	Lineal Foot	500	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 4 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as single or double gate swing.					
13	3 ft. width - Galvanized	Each	5	**$0.00**	$0.00
14	3 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00
15	3 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
16	4 ft. width - Galvanized	Each	5	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
17	4 ft. width - Black Aluminum Ornamental	Each	5	**$0.00**	$0.00
18	4 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
19	5 ft. width - Galvanized	Each	5	**$0.00**	$0.00
20	5 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
21	6 ft. width - Galvanized	Each	5	**$0.00**	$0.00
22	6 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
23	10 ft. width - Galvanized	Each	5	**$0.00**	$0.00
24	10 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
25	12 ft. width - Galvanized	Each	5	**$0.00**	$0.00
26	12 ft. width - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Hinged Swing Gate, 6 ft. high, complete, with all mounting hardware, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
27	3 ft. width - Galvanized	Each	4	**$0.00**	$0.00
28	3 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
29	3 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
30	4 ft. width - Galvanized	Each	4	**$0.00**	$0.00
31	4 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
32	4 ft. width - Black Aluminum Ornamental	Each	4	**$0.00**	$0.00
33	5 ft. width - Galvanized	Each	4	**$0.00**	$0.00
34	5 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
35	6 ft. width - Galvanized	Each	4	**$0.00**	$0.00
36	6 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
37	10 ft. width - Galvanized	Each	4	**$0.00**	$0.00
38	10 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
39	12 ft. width - Galvanized	Each	4	**$0.00**	$0.00
40	12 ft. width - Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 4ft.high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Gate Post not included. Configured as Single or Double Gate Swing.					
41	Gate opening width of 10 ft. single gate - Galvanized	Each	5	**$0.00**	$0.00
42	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
43	Gate opening width of 12 ft. single gate - Galvanized	Each	8	**$0.00**	$0.00
44	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Cantilever Sliding Gate, 6 ft. high, complete, with all mounting hardware, rollers, guide rails, latching hardware and fabric included. (Notes 1-5). Configured as Single or Double Gate.					
45	Gate opening width of 10 ft. single gate - Galvanized	Each	10	**$0.00**	$0.00
46	Gate opening width of 10 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
47	Gate opening width of 12 ft. single gate - Galvanized	Each	4	**$0.00**	$0.00
48	Gate opening width of 12 ft. single gate - Colored Vinyl	Each	4	**$0.00**	$0.00
49	Gate opening width of 12 ft. double gate(2)- Galvanized	Each	4	**$0.00**	$0.00
50	Gate opening width of 12 ft. double gate(2)- Colored Vinyl	Each	4	**$0.00**	$0.00
Scope of work: Furnish & Install 4 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
51	Galvanized, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
52	Colored, 3" round terminal/gate post	Each	10	**$0.00**	$0.00
53	Galvanized, 4" round terminal/gate post	Each	10	**$0.00**	$0.00
54	Colored, 4" round terminal/gate post	Each	20	**$0.00**	$0.00
55	Galvanized, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
56	Colored, 6-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00

Item #	Description	Unit of Measure	Estimated Quantities	Unit Price	Extended Price
57	Galvanized, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
58	Colored, 8-5/8" round terminal/gate post	Each	10	**$0.00**	$0.00
Scope of work: Furnish & Install 6 ft. high fencing, Terminal/Gate Post, including concrete footing, one (1) stretcher bar per post, with all required hardware to complete fencing connections. (Notes 1-5).					
59	Galvanized, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
60	Colored, 3" round terminal/gate post	Each	5	**$0.00**	$0.00
61	Galvanized, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
62	Colored, 4" round terminal/gate post	Each	5	**$0.00**	$0.00
63	Galvanized, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
64	Colored, 6-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
65	Galvanized, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
66	Colored, 8-5/8" round terminal/gate post	Each	5	**$0.00**	$0.00
Scope of work: Furnish & Install Top Rail with all required hardware to complete fencing connection. (Notes 1-5).					
67	Galvanized Top Rail	Lineal Foot	60	**$0.00**	$0.00
68	Colored Top Rail	Lineal Foot	60	**$0.00**	$0.00
Scope of work: Furnish & Install Fabric with all required hardware to complete fencing connection. (Notes 1-5).					
69	4 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
70	4 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
71	6 ft. high, Galvanized fabric	Lineal Foot	10	**$0.00**	$0.00
72	6 ft. high, Colored fabric	Lineal Foot	10	**$0.00**	$0.00
Scope of work: Furnish & Install Stretcher Bar with all required hardware to complete fencing connection. (Notes 1-5).					
73	4 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
74	4 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
75	6 ft. high, Galvanized stretcher bar	Each	4	**$0.00**	$0.00
76	6 ft. high, Colored stretcher bar	Each	4	**$0.00**	$0.00
Additional services and labor may be purchased under this contract at an hourly rate for projects related to the installation, removal, and/or repair of any kind of fencing materials.					
77	Standard hourly labor rate for Foreman for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
78	Standard hourly labor rate for Laborer for additional fencing work as specified (Monday through Friday).	per hour	300	**$0.00**	$0.00
79	Standard hourly labor rate for Foreman for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
80	Standard hourly labor rate for Laborer for additional fencing work as specified (Nights, weekends and holidays).	per hour	50	**$0.00**	$0.00
				TOTAL	**$0.00**

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

RESOLUTION NO. 07-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE APPLYING FOR A F.I.N.D (FLORIDA INLAND NAVIGATION DISTRICT) GRANT FOR THE CONSTRUCTION OF A "NO WAKE ZONE" NEAR YACHT CLUB ISLAND IN THE INTRACOASTAL WATERWAY (ICW).

April 8, 2025

Background:

On February 25th, 2025, the City Commission approved Ordinance No. 07-25, which established a boating-restricted area within 500 feet of a sewage pump-out station near Yacht Club Island. The Florida Inland Navigation District (F.I.ND.) issues yearly grants for the Waterways Assistance Program, which aims to improve navigational safety within the F.I.N.D Counties. This application would be to pursue funding for the construction of a "No Wake Zone" in the area approved by the previously approved ordinance. The City will enter into agreement with Yacht Club to provide match, prior to acceptance of grant award.

Fiscal Analysis:

City Staff are requesting to apply for $40,000 to cover the construction of the No Wake Zone. This would be funded in part by a 50/50 match with the F.I.N.D Grant.
$20,000 covered by F.I.N.D if the application is approved and awarded.
The Yacht Club will provide the required matching funds.

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

WAP 2025 Application Part 2 - No Wake Zone Construction Final Application.pdf
No Wake Zone.pdf
Res 07-25 FIND Grant - No Wake Zone.pdf



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.
(See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (**Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	◉	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	◉	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: No Wake Zone Construction	Use “Phase I” for Design Projects. Use “Phase II” for Construction if you received FIND funding for Phase I Work.
Project Director: Kevin Cowper	Email: kcowper@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: Dhilan Patel
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2616	
Project Address: 1201 S. Riverside Drive, New Smyrna Beach, FL 32168 (note this project will be in the ICW near this location).	

Requested FIND Funding:	$20,000
Eligible Matching Funds Amount:	$20,000
Match Percentage:	50%
Total Project Costs:	$40,000
Applicant’s Funding Source:	City’s General Funds

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

This project aims to construct a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station and utilizing wooden pilings and marine grade signage. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND’s mission of improving waterway safety and protecting Florida’s coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 9. Waterway signs & buoys for safety, regulation, or information

b) Explain how the project fits this priority category.

This project proposes to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to improve boating safety, protect infrastructure, reduce erosion, and safeguard marine and shoreline habitats, aligning with FIND's waterway management priorities.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project proposed to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to enhance navigation safety, protect infrastructure, and preserve marine and shoreline habitats. It aligns with FIND's mission by reducing wake-related hazards, preventing erosion, and promoting responsible waterway use within the Intracoastal Waterway, ensuring long-term safe navigation, accessibility, and environmental sustainability.

2. Ownership of Project Site:

Own [ ] Leased [ ] Other [X]

If leased or other, please describe lease or terms and conditions:

The City has a submerged lands lease and the ICW is federally owned and maintained by the US Army Corp of Engineers. The local managing office would be the USACE Jacksonville District Office.

3. Has the District previously provided assistance funding to this project or site?

Yes [ ] No [X]

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will promote safe public access and navigation in the Intracoastal Waterway near the New Smyrna Beach Yacht Club by establishing a No Wake Zone. By reducing vessel speeds, the project will create a safer environment for recreational boaters and marina users, minimizing the risk of collisions and wake-related hazards. The navigational benefits include improved waterway management by ensuring controlled speeds in a congested area, reducing conflicts between vessels, and supporting smoother, more predictable boating conditions.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The New Smyrna Beach Yacht Club area experiences high boating traffic, creating a strong demand for safer navigation and shoreline protection. With a mix of recreational boaters, kayakers, and marina users, excessive wake has led to safety concerns, property damage, and shoreline erosion. This project addresses these issues by establishing a No Wake Zone, reducing wake-related hazards, improving boater safety, and protecting infrastructure. By slowing vessel speeds, the project enhances safer waterway usability and public access.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with City's local maritime management plans by improving boating safety, shoreline protection, and waterway accessibility near the New Smyrna Beach Yacht Club. Establishing a No Wake Zone supports public access initiatives by ensuring safer conditions for recreational boaters, kayakers, and marina users while protecting infrastructure from wake damage. It contributes to broader public usage goals by enhancing navigational efficiency, reducing environmental impacts on sensitive habitats, and promoting responsible waterway use.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local sponsor has not previously implemented any speed zones or restrictive use measures in this area but recognizes the growing need for enhanced boating safety due to increased vessel traffic and wake-related impacts. This project proposes to install No Wake Zone signage as a proactive step toward improving navigation safety and shoreline protection.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes [ ] No [X]

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The project will continue to be maintained by City staff and funded with City's General Funds after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. This project is currently being permitted.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits, except US Coast Guard responsiveness.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. $40,000.00.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? 30 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Piles will be embedded to a depth that considers storm surge and hurricane impacts.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a Law Enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000

****TOTALS =**	$40,000	$20,000	$20,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
May 2026	Complete Construction & Close-out

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of New Smyrna Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title No Wake Zone Construction

Total Estimated Cost $ 40,000 Brief Description of Project: This project aims to establish a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of New Smyrna Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of New Smyrna Beach
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of New Smyrna Beach
(Name of Agency)

AND, be it further resolved by the City of New Smyrna Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

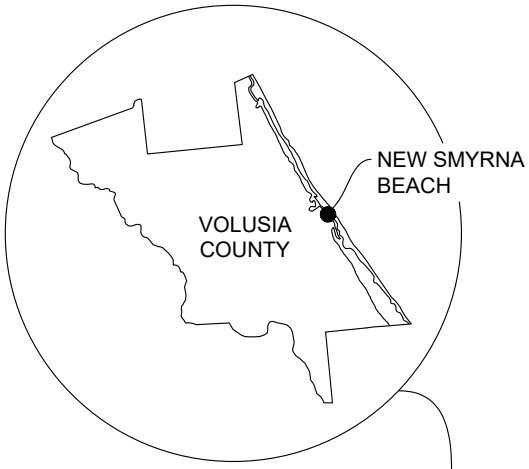
I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

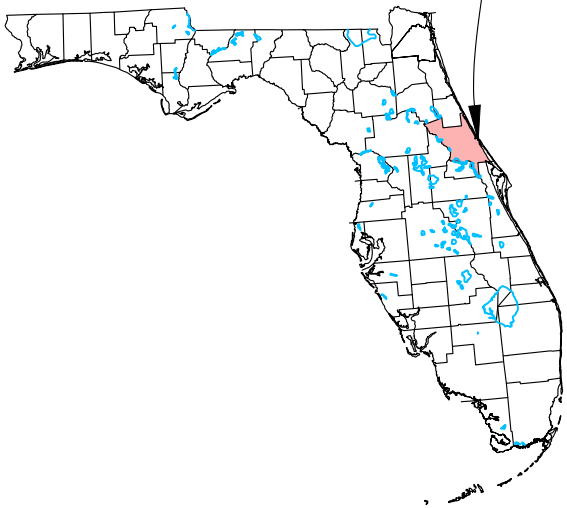
This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)







Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

PROJECT NAME:
YACHT CLUB
NO WAKE ZONE

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
COUNTY/CITY LOCATION MAP

DMC JOB NO.
-

DRAWN -	CAD C3D	DRAWING NO.
CHECKED -	SCALE AS SHOWN	-
APPROVED -	DATE 03-29-2025	



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www.dmces.com

PROJECT NAME:
YACHT CLUB
NO WAKE ZONE

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
BOUNDARY MAP

DMC JOB NO.
-

DRAWN -	CAD C3D	DRAWING NO.	
CHECKED -	SCALE AS SHOWN	-	
APPROVED -	DATE 03-29-2025		



NEW SMYRNA BEACH

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www.dmces.com

PROJECT NAME:
YACHT CLUB
NO WAKE ZONE

APPLICANT:
CITY OF NEW SMYRNA BEACH

DRAWING:
SITE DEVELOPMENT MAP

DMC JOB NO.
-

DRAWN -	CAD C3D	DRAWING NO.
CHECKED -	SCALE AS SHOWN	-
APPROVED -	DATE 03-29-2025	

RESOLUTION NO. 07-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A FIND GRANT APPLICATION FOR CONSTRUCTION OF A NO WAKE ZONE (NWZ) ALONG A 1,000-FOOT STRETCH OF WATER NEAR THE NEW SMYRNA BEACH YACHT CLUB, COVERING 500 FEET NORTH AND SOUTH OF THE EXISTING PUMP STATION USING WOODEN PILINGS AND MARINE GRADE SIGNAGE; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: No Wake Zone Construction
Total Estimated Cost: $40,000
Brief Description of Project: For construction of a No Wake Zone (NWZ) along a 1,000-foot stretch of water near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station using wooden pilings and marine grade signage.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/1/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

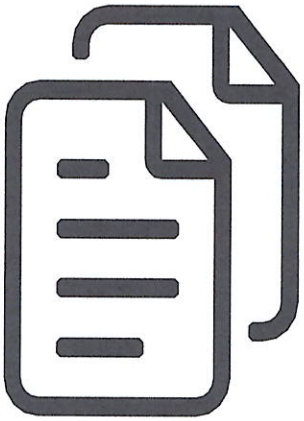
SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST. (See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (**Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	◉	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	◉	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel — Print Liaison Name

Grant Coordinator — Title

Liaison Signature

Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: No Wake Zone Construction	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Kevin Cowper	Email: kcowper@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: Dhilan Patel
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2616	
Project Address: 1201 S. Riverside Drive, New Smyrna Beach, FL 32168 (note this project will be in the ICW near this location).	
Requested FIND Funding:	$20,000
Eligible Matching Funds Amount:	$20,000
Match Percentage:	50%
Total Project Costs:	$40,000
Applicant's Funding Source:	City's General Funds

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

This project aims to construct a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station and utilizing wooden pilings and marine grade signage. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 9. Waterway signs & buoys for safety, regulation, or information

b) Explain how the project fits this priority category.

This project proposes to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to improve boating safety, protect infrastructure, reduce erosion, and safeguard marine and shoreline habitats, aligning with FIND's waterway management priorities.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project proposed to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to enhance navigation safety, protect infrastructure, and preserve marine and shoreline habitats. It aligns with FIND's mission by reducing wake-related hazards, preventing erosion, and promoting responsible waterway use within the Intracoastal Waterway, ensuring long-term safe navigation, accessibility, and environmental sustainability.

2. Ownership of Project Site:

Own [ ] Leased [ ] Other [X]

If leased or other, please describe lease or terms and conditions:

The City has a submerged lands lease and the ICW is federally owned and maintained by the US Army Corp of Engineers. The local managing office would be the USACE Jacksonville District Office.

3. Has the District previously provided assistance funding to this project or site?

Yes [ ] No [X]

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will promote safe public access and navigation in the Intracoastal Waterway near the New Smyrna Beach Yacht Club by establishing a No Wake Zone. By reducing vessel speeds, the project will create a safer environment for recreational boaters and marina users, minimizing the risk of collisions and wake-related hazards. The navigational benefits include improved waterway management by ensuring controlled speeds in a congested area, reducing conflicts between vessels, and supporting smoother, more predictable boating conditions.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The New Smyrna Beach Yacht Club area experiences high boating traffic, creating a strong demand for safer navigation and shoreline protection. With a mix of recreational boaters, kayakers, and marina users, excessive wake has led to safety concerns, property damage, and shoreline erosion. This project addresses these issues by establishing a No Wake Zone, reducing wake-related hazards, improving boater safety, and protecting infrastructure. By slowing vessel speeds, the project enhances safer waterway usability and public access.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with City's local maritime management plans by improving boating safety, shoreline protection, and waterway accessibility near the New Smyrna Beach Yacht Club. Establishing a No Wake Zone supports public access initiatives by ensuring safer conditions for recreational boaters, kayakers, and marina users while protecting infrastructure from wake damage. It contributes to broader public usage goals by enhancing navigational efficiency, reducing environmental impacts on sensitive habitats, and promoting responsible waterway use.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local sponsor has not previously implemented any speed zones or restrictive use measures in this area but recognizes the growing need for enhanced boating safety due to increased vessel traffic and wake-related impacts. This project proposes to install No Wake Zone signage as a proactive step toward improving navigation safety and shoreline protection.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The project will continue to be maintained by City staff and funded with City's General Funds after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction
This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. This project is currently being permitted.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits, except US Coast Guard responsiveness.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. $40,000.00.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? 30 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Piles will be embedded to a depth that considers storm surge and hurricane impacts.

10. b) Environmental Education
This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a Law Enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000
****TOTALS =**	$40,000	$20,000	$20,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
May 2026	Complete Construction & Close-out

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of New Smyrna Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title No Wake Zone Construction

Total Estimated Cost $ 40,000 Brief Description of Project: This project aims to establish a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of New Smyrna Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of New Smyrna Beach
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of New Smyrna Beach
(Name of Agency)

AND, be it further resolved by the City of New Smyrna Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ City of New Smyrna Beach_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20_____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF THE VOLUSIA COUNTY JOINT PROJECT AGREEMENT (JPA) FOR THE CORBIN PARK DRAINAGE IMPROVEMENT PROJECT.

April 8, 2025

Background:

After widespread flooding as a result of Hurricane Ian and subsequent rain events in the Corbin Park residential area (encompassing limits being SR44 north, Turnbull Canal to the east, Magnolia St. to the south and along the west side of Hidden Pines Blvd.) the City embarked upon a plan and study to design drainage infrastructure to provide some relief for the subdivision. As such the City retained the services of a continuing consultant to design (including surveying, geotechnical evaluation and coordination with NSBU) and permit the improvements through the various governing agencies.

With the design and permitting process complete the overall costs were estimated to be $8,451,000 and it was evident the City needed to seek additional sources and applied for Transform386 with the County being approved for the requested amount of $6,000,000 (Note: Total amount will vary pending bid amount.). The focus of this agreement is to provide commitment with Volusia County that the project is eligible for HUD funding in order to move forward with the advertising for bids process, with amendments to reflect actual contributions based upon bid amounts.

Fiscal Analysis:

The City's funding share will be provided though the stormwater fund (reserves) under the project account established as 302.57.572.57202.567204.20CBP

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

NSB_JPA_INF-MIT_CDBG-DR.docx
City of NSB Grant Award Letter 11-22-24.pdf

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF NEW SMYRNA BEACH FOR CORBIN PARK STORMWATER IMPROVEMENTS

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and **the City of New Smyrna Beach**, a municipal corporation of the State of Florida, for **Corbin Park Stormwater Improvements**.

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, Corbin Park Stormwater Improvements, and, in conjunction with the County, has determined that PROJECT is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the construction of the PROJECT; and

WHEREAS, the CITY will manage the design and engineering of the PROJECT; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

The CITY will manage the design of the PROJECT. This shall include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner. Prior to construction and during construction the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY.

At its own expense, the CITY shall provide knowledgeable representatives for the construction phase to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the construction phase to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. Upon completion of the engineering plans the County shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall coordinate with the CITY on the CITY's requirements to include, but not be limited to, participation in the preparation of the design scope, performance of plan reviews, signing any necessary permit applications, and coordination with necessary parties as the project owner.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with

assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and acceptance by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. The COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. The CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Kyle Fegley, 210 Sams Ave, New Smyrna Beach, FL 32168.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the Project performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined

invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:
VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO:
DONA BUTLER
DIRECTOR, ORR
1578 NORTH WOODLAND BLVD
DELAND, FL 32720

TO CITY:
CITY OF NEW SMYRNA BEACH
ATTN: KEVIN COWPER
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

COPY TO:
CITY OF NEW SMYRNA BEACH
ATTN: KYLE FEGLEY
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
KEVIN COWPER
CITY MANAGER

CITY OF NEW SMYRNA BEACH

BY: _____
FRED CLEVELAND
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
CARRIE AVALLONE
CITY ATTORNEY

ATTEST:

GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE: _____

Approved as to form
and correctness:

THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

November 22, 2024

Kevin Cowper
City Manager
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168

RE: Community Development Block Grant – Disaster Recovery (CDBG-DR) Infrastructure and Mitigation Project Application Award Determination

Dear Mr. Cowper,

We are pleased to inform you that the Volusia County Council and the Office of Recovery and Resiliency have approved the City of New Smyrna Beach's CDBG-DR application for the following project:

- Corbin Park Stormwater Improvement

Your application consisted of the following proposed funding request and estimated project construction budget:

Corbin Park Stormwater Improvement:	
CDBG-DR Funds	$6,000,000
Anticipated City of New Smyrna Beach Leveraged Funds	$2,451,220
Anticipated Total CDBG-DR Infrastructure and Mitigation Project Budget	**$8,451,220**

Please note, these figures are estimates at this time and the final totals will be confirmed once the procurement process is complete.

Office of Recovery & Resiliency
123 West Indiana Avenue • Room 101 • DeLand, FL 32720
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

Thank you for the time and effort expended by your office in the preparation of your successful proposal. Please contact us with any questions you may have. Expect another letter detailing the path forward in the coming weeks. We look forward to working in partnership with you to successfully implement and complete this infrastructure and mitigation project.

Sincerely,

Dona Butler
Director

Office of Recovery & Resiliency
123 West Indiana Avenue • Room 101 • DeLand, FL 32720
Phone (386) 943-7029 • Fax (386) 943-7016
www.transform386.org

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

CONSIDER THE APPROVAL OF THE CONTRACT RENEWAL FOR RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES INC.

April 8, 2025

Background:

The City entered into an agreement with Recruitment and Engineering Products & Services, Inc (REPS) on April 10, 2024 for one (1) year with the option for two (2) one (1) year renewals upon an affirmative vote of the City Commission. The contract will expire on April 10, 2025, and REPS has been successful in recovering additional revenues for the City through the Business Tax Receipts for noncompliant entities/individuals.

Findings:

In the first quarter, REPS was successful in recovering a total of $13,648.00 in additional revenues for the issuance of 113 Business Tax Receipts and $15,334.00 in additional revenues for the issuance of 120 Business Tax Receipts in the 2nd quarter. The City, to date, has paid $1,850.60 for mailing related expenses of 974 letters and $7,246.00 for the compensation rate of 25% of all the revenues generated and collected from Person/Entity obtaining their City Business Tax Receipt for the first time in 2 years. Staff recommends the City Commission approve the one-year contract renewal with Recruitment and Engineering Products & Services Inc.

Fiscal Analysis:

Exercising the one-year renewal would obligate the City to reimburse for all mailing related expenses and the percentage for any revenue recovered.

Strategic Plan Item:

No

Staff Report Created By: Dorlisa Pogany - Development Services Coordinator

Attachments:

BTR Contract Renewal 1 yr 2025.pdf
City_of_NewSmyrnaBeach_REPS_BTR_Agreement.pdf
RAMZI NASSAR RECRUITMENT ENGINEERING PRODUCTS COI CITY OF NSB 4.15.2024.pdf

CONTRACT RENEWAL
FOR BUSINESS IDENTITY AND OPERATIONS SERVICES WITH
RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications and services from local companies to assist in identifying companies operating within the City; and

WHEREAS, the City accepted the qualifications of Recruitment and Engineering Products & Services, Inc. ("Consultant"); and

WHEREAS, the parties desire to enter into the attached agreement ("Attachment A") with an effective date of April 10, 2024;

WHEREAS, the agreement is set to expire on April 10, 2025;

WHEREAS, the parties desire to exercise the first of two (2) one (1) year renewals, pending the affirmative vote of the City's Commission.

NOW, THEREFORE, THE CITY AND RECRUITMENT AND ENGINEERING PRODUCTS AND SERVICES, INC., AGREE AS FOLLOWS:

1. The City and Recruitment and Engineering Products & Services, Inc., agree to all the terms and conditions as stated and contained in Attachment A, and incorporated by reference herein. The respective rights and obligations of the parties shall be determined in accordance with Attachment A, and Florida law.

2. The term of this contract renewal agreement shall commence on April 10, 2025, and remain in full force and effect for a term of one (1), one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CONSULTANT

By: _____
Name and Title

Date: _____

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date _____

JURISDICTIONAL BUSINESS OPERATIONS ASSESSMENT AND BTR FEES 'COLLECTION PROGRAM AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC.

THIS JURISDICTIONAL BUSINESS OPERATIONS ASSESSMENT AND BTR FEES' COLLECTION PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation ("City"), whose address is 210 Sams Avenue, New Smyrna Beach, FL 32168, and RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC. ("Provider"), whose address is 405 Deer Pointe Circle, Casselberry, FL 32707, collectively referred to as the "Parties," or individually as "Party."

RECITALS:

WHEREAS, Chapter 205, *Florida Statutes*, grants municipalities the right to levy, by appropriate resolution or ordinance, a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction;

WHEREAS, pursuant to Section 74-146, Code of Ordinances, City of New Smyrna Beach ("Code"), payment of a local business tax is required to engage in or manage any business within the City;

WHEREAS, City is a municipal corporation, existing under the laws of the State of Florida;

WHEREAS, Provider is an active corporation existing under the laws of the State of Florida, which owns and operates support services, including the assessment of business operations within a jurisdiction, for government agencies;

WHEREAS, the Parties individually and collectively acknowledge the benefit and need for assessment of business operations within the City in order to accurately assess ongoing business operations as well as maximize the efficient collection of business taxes pursuant to Florida Statues and the City's Ordinances;

WHEREAS, Provider proposed a program to the City whereby Provider conducts a comprehensive assessment of business operations within the City, including recommendations, and provides said assessment to City, with annual updating, for City to utilize for the purposes of business tax collection; and

WHEREAS, the City recognizes the potential benefits of Provider's services and has determined that entering into this Agreement would serve the public interest.

NOW THEREFORE, in consideration of the foregoing premises which are made part of this Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals Incorporated**. The Parties hereby declare that the Recitals set forth above are

true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

Agreement means this Jurisdictional Business Operations Assessment and BTR Fees' Collection Program Agreement and its Exhibits.

Business means any activity engaged in by any person, or caused to be engaged in by such person, with the object of private gain, benefit, or advantage, either direct or indirect.

Jurisdiction means generally the geographic area comprising the City boundaries, as same may be amended from time to time by contraction or annexation.

Local business tax means the fees charged and the method by which the City grants the privilege to engage in or manage any business, profession, or occupation within its jurisdiction. Also known as business tax.

Person means any individual, firm, agency, partnership, joint venture, syndicate, or other group or combination acting as a unit, association, club, corporation, estate, trust, business trust, trustee, executor, administrator, receiver or other fiduciary, engaged in any business, occupation, or profession subject to the provisions of this chapter.

Professional means any person engaged in any business, occupation or profession, but not limited to the same, and not falling into other classifications specifically set forth herein, or any person required to maintain an active and valid State of Florida, regulatory license, permit, registration, or certificate.

Receipt means the document that is issued by the City which bears the words "Local Business Tax Receipt" or "BTR" and evidences that the person in whose name the document is issued has complied with the provisions of this chapter relating to payment of the local business tax. Also known as local business tax receipt and formerly known as occupational license tax certificate or license.

3. **Purpose**. The purpose of this Agreement is to establish a program between the Parties that facilitates Provider using its proprietary business practices to conduct an assessment of ongoing business operations within the Jurisdiction, to provide City with an analysis of said assessment, and recommendations regarding ongoing business operations, for City to use such information to consolidate, supplement, and expedite its business tax collection practices, for Provider to assist the City in the collection of Business Tax Receipt fees and to conduct an annual update to the assessment and provide same to City, and for City to confirm receipt of said services from Provider and acknowledge same to other jurisdictions.

4. **Roles and Responsibilities of City.**

a. City will provide the following information to Provider:

i. Business Tax Receipt (BTR) records that will include all the fields within the BTR database, initially for the current/previous year and thereafter on a monthly basis;

ii. Documentation related to the Business Tax Receipt issuance process, including:

1. Policies and Procedures addressing:
   a. Conformance to State, County and City laws and ordinances;
   b. Process and oversight;
   c. Non-compliance Enforcement;

2. Forms, including:
   a. Local business awareness brochures, websites, pamphlets, etc.
   b. Business Tax Receipt Application requested information;
   c. Business Name, owner(s), address change;
   d. Site inspections and warnings;
   e. Enforcement; and
   f. Business Tax Receipt revocation.

3. Personnel training and continuing education;

4. Data verification sources; and

5. Data exchange with other departments and agencies.

b. City will notify Provider of any public records requests for information relating to this Agreement; and

c. City will allow Provider to utilize City's name as a client and confirm that City entered this Agreement with Provider to other jurisdictions upon request regarding same.

d. City will mail all the BTR applications prepared and delivered to the City by Provider or reimburses Provider for all of the BTR applications' mailing related expenses.

e. City will reimburse Provider for all of the BTR applications' preparation expenses consisting of envelopes, papers, printer ink, etc.

5. **Roles and Responsibilities of Provider.**

a. Provider will:

i. Cooperate with all public records requests, or seek immediate judicial ruling regarding any exempt, proprietary, confidential, or other protected information.

ii. Conduct the Enhanced Business Tax Receipt Delinquent Taxpayers' Names Delivery review.

iii. Conduct thorough analysis and evaluation of Business Tax Receipt collection's policies, procedures, forms, software, personnel training.

iv. Interview City personnel comprehensively.

v. Submit a detailed report based on Provider's findings as well as addressing policies, procedures, and operational recommendations.

vi. Submit recommended forms' modification pertaining to Business Tax Receipt application, data collection, evaluation for approval and update.

vii. Utilize the information provided by City, along with other information obtained by Provider, to assess the ongoing business operations within the jurisdiction.

viii. Compile the data and prepare an assessment report for City detailing the ongoing business operations within City, along with the professionals, businesses, and persons that are delinquent in paying currently owed or past due Business Taxes.

ix. Update the assessment of the jurisdiction annually to add and remove business operations as appropriate, and provide same to City, along with updated recommendations.

x. Determine persons that are liable for local business tax, prepare BTR related notifications/applications, and deliver them to the City on a weekly basis for mailing or mail them on behalf of the City.

xi. Within its capabilities and when asked, provide City with any assistance needed to minimize the workload on City personnel.

xii. Coordinate its BTR related activities with City Personnel.

6. **Effective Date.** The effective date of this Agreement shall be April 10, 2023. Unless terminated earlier in accordance with Paragraph 7 herein, the Agreement will terminate on April 10, 2024, with an option for two (2) one (1) year renewals upon an affirmative vote of the City Council, except for the provisions of this Agreement which by their terms survive the termination of this Agreement, in order to allow for enough time to competently evaluate the Program and produce a summary document as described in Paragraph 9 herein.

7. **Termination.** This Agreement may be terminated for cause if the Provider or City fails to perform in accordance with the terms and conditions of this Agreement following delivery of a written thirty (30) day notice stating the grounds for such default, and the default remains in effect.

8. **Payment.** The Parties agree that City shall pay Provider per the following schedule:

- Mailing related expenses based on receipts submitted by Provider;
- Revenue-based compensation, paid on a monthly basis, for the assessment performed and the collection of BTR Fees provided to the City pursuant to this Agreement. The compensation rate is twenty-five (25%) percent of all the revenue generated and collected from Persons obtaining their City BTR for the first time in two years.

9. **Summary**. At the conclusion of the Program, City and Provider will develop a summary document explaining the process through which City was able to work with Provider, what data was used, and a comparison between the expected results and the actual results and what, if any, procedural changes City adopted due to lessons learned during the Program. City will make this document available to other local governments to expand the services available to other local governments.

10. **Notices.** The Parties agree and understand that written notice, mailed or delivered to the last known mailing address, or address provided by a respective Party, shall constitute sufficient notice to the other Parties. All notices required and/or made pursuant to this Agreement to be given must be in writing and given by way of hand delivery, email, or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

As to City:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Attn: Khalid Resheidat, City Manager

With copy to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Attn: Kelly McGuire, City Clerk

As to Provider:
Tax & Fees Collection Division
Recruitment and Engineering Products & Services, Inc.
405 Deer Pointe Circle, Casselberry, FL 32707
Attn: Ramzi Nassar, President & CEO

11. **Amendments.** The Parties agree that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all Parties with the same formality as this Agreement. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13. **Governing Laws.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any of the Parties to initiate legal action regarding this Agreement, venue shall lie in Volusia County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim arising out of this Agreement which may be brought by any of the Parties hereto.

14. **Severability.** All clauses of this Agreement act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. The Parties agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Limitation of Liability**. Nothing contained in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

17. **Public Records.** IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 300 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, PHONE: 386.410.2630, EMAIL: clerk@cityofnsb.com

Provider shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request from City's custodian of public records, provide City 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, as may be amended or revised, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Provider or keep and maintain public records required by City to perform the service. If Provider transfers all public records to City upon completion of this Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of this Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

18. **Record Keeping Procedure**. Provider shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

19. **Construction of Agreement.** The Parties hereby agree that they have reviewed this Agreement, have consulted with their respective legal counsel, and participated in the drafting of this Agreement, and that this Agreement is not to be construed against any Party as if it were the drafter of this Agreement.

20. **Conflicts.** The terms of this Agreement shall control of any conflicting terms in any referenced agreement or document.

IN WITNESS WHEREOF, the Parties have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement in counterparts on the dates set forth below.

RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC.

By: _____

Print: Ramzi Nassar

Its: President & CEO

Date: 03/25/2024

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement in counterparts on the dates set forth below.

CITY OF NEW SMYRNA BEACH

By: _____

Print: Khalid Resheidat

Its: City Manager

Date: 4/11/2024

5/8/24 Contract date addition

Attest: _____
Kelly McQuillen, City Clerk

5/8/24 contract date addition

JURISDICTIONAL BUSINESS OPERATIONS ASSESSMENT AND BTR FEES 'COLLECTION PROGRAM AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC.

THIS JURISDICTIONAL BUSINESS OPERATIONS ASSESSMENT AND BTR FEES' COLLECTION PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation ("City"), whose address is 210 Sams Avenue, New Smyrna Beach, FL 32168, and RECRUITMENT AND ENGINEERING PRODUCTS & SERVICES, INC. ("Provider"), whose address is 405 Deer Pointe Circle, Casselberry, FL 32707, collectively referred to as the "Parties," or individually as "Party."

RECITALS:

WHEREAS, Chapter 205, *Florida Statutes*, grants municipalities the right to levy, by appropriate resolution or ordinance, a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction;

WHEREAS, pursuant to Section 74-146, Code of Ordinances, City of New Smyrna Beach ("Code"), payment of a local business tax is required to engage in or manage any business within the City;

WHEREAS, City is a municipal corporation, existing under the laws of the State of Florida;

WHEREAS, Provider is an active corporation existing under the laws of the State of Florida, which owns and operates support services, including the assessment of business operations within a jurisdiction, for government agencies;

WHEREAS, the Parties individually and collectively acknowledge the benefit and need for assessment of business operations within the City in order to accurately assess ongoing business operations as well as maximize the efficient collection of business taxes pursuant to Florida Statues and the City's Ordinances;

WHEREAS, Provider proposed a program to the City whereby Provider conducts a comprehensive assessment of business operations within the City, including recommendations, and provides said assessment to City, with annual updating, for City to utilize for the purposes of business tax collection; and

WHEREAS, the City recognizes the potential benefits of Provider's services and has determined that entering into this Agreement would serve the public interest.

NOW THEREFORE, in consideration of the foregoing premises which are made part of this Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals Incorporated**. The Parties hereby declare that the Recitals set forth above are

true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

Agreement means this Jurisdictional Business Operations Assessment and BTR Fees' Collection Program Agreement and its Exhibits.

Business means any activity engaged in by any person, or caused to be engaged in by such person, with the object of private gain, benefit, or advantage, either direct or indirect.

Jurisdiction means generally the geographic area comprising the City boundaries, as same may be amended from time to time by contraction or annexation.

Local business tax means the fees charged and the method by which the City grants the privilege to engage in or manage any business, profession, or occupation within its jurisdiction. Also known as business tax.

Person means any individual, firm, agency, partnership, joint venture, syndicate, or other group or combination acting as a unit, association, club, corporation, estate, trust, business trust, trustee, executor, administrator, receiver or other fiduciary, engaged in any business, occupation, or profession subject to the provisions of this chapter.

Professional means any person engaged in any business, occupation or profession, but not limited to the same, and not falling into other classifications specifically set forth herein, or any person required to maintain an active and valid State of Florida, regulatory license, permit, registration, or certificate.

Receipt means the document that is issued by the City which bears the words "Local Business Tax Receipt" or "BTR" and evidences that the person in whose name the document is issued has complied with the provisions of this chapter relating to payment of the local business tax. Also known as local business tax receipt and formerly known as occupational license tax certificate or license.

3. **Purpose**. The purpose of this Agreement is to establish a program between the Parties that facilitates Provider using its proprietary business practices to conduct an assessment of ongoing business operations within the Jurisdiction, to provide City with an analysis of said assessment, and recommendations regarding ongoing business operations, for City to use such information to consolidate, supplement, and expedite its business tax collection practices, for Provider to assist the City in the collection of Business Tax Receipt fees and to conduct an annual update to the assessment and provide same to City, and for City to confirm receipt of said services from Provider and acknowledge same to other jurisdictions.

4. **Roles and Responsibilities of City.**

a. City will provide the following information to Provider:

i. Business Tax Receipt (BTR) records that will include all the fields within the BTR database, initially for the current/previous year and thereafter on a monthly basis;

ii. Documentation related to the Business Tax Receipt issuance process, including:

1. Policies and Procedures addressing:
   a. Conformance to State, County and City laws and ordinances;
   b. Process and oversight;
   c. Non-compliance Enforcement;

2. Forms, including:
   a. Local business awareness brochures, websites, pamphlets, etc.
   b. Business Tax Receipt Application requested information;
   c. Business Name, owner(s), address change;
   d. Site inspections and warnings;
   e. Enforcement; and
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3. Personnel training and continuing education;

4. Data verification sources; and

5. Data exchange with other departments and agencies.

b. City will notify Provider of any public records requests for information relating to this Agreement; and

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d. City will mail all the BTR applications prepared and delivered to the City by Provider or reimburses Provider for all of the BTR applications' mailing related expenses.

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a. Provider will:

i. Cooperate with all public records requests, or seek immediate judicial ruling regarding any exempt, proprietary, confidential, or other protected information.

ii. Conduct the Enhanced Business Tax Receipt Delinquent Taxpayers' Names Delivery review.

iii. Conduct thorough analysis and evaluation of Business Tax Receipt collection's policies, procedures, forms, software, personnel training.

iv. Interview City personnel comprehensively.

v. Submit a detailed report based on Provider's findings as well as addressing policies, procedures, and operational recommendations.

vi. Submit recommended forms' modification pertaining to Business Tax Receipt application, data collection, evaluation for approval and update.

vii. Utilize the information provided by City, along with other information obtained by Provider, to assess the ongoing business operations within the jurisdiction.

viii. Compile the data and prepare an assessment report for City detailing the ongoing business operations within City, along with the professionals, businesses, and persons that are delinquent in paying currently owed or past due Business Taxes.

ix. Update the assessment of the jurisdiction annually to add and remove business operations as appropriate, and provide same to City, along with updated recommendations.

x. Determine persons that are liable for local business tax, prepare BTR related notifications/applications, and deliver them to the City on a weekly basis for mailing or mail them on behalf of the City.

xi. Within its capabilities and when asked, provide City with any assistance needed to minimize the workload on City personnel.

xii. Coordinate its BTR related activities with City Personnel.

6. **Effective Date.** The effective date of this Agreement shall be _____, 2023. Unless terminated earlier in accordance with Paragraph 7 herein, the Agreement will terminate on _____, 2024, with an option for two (2) one (1) year renewals upon an affirmative vote of the City Council, except for the provisions of this Agreement which by their terms survive the termination of this Agreement, in order to allow for enough time to competently evaluate the Program and produce a summary document as described in Paragraph 9 herein.

7. **Termination.** This Agreement may be terminated for cause if the Provider or City fails to perform in accordance with the terms and conditions of this Agreement following delivery of a written thirty (30) day notice stating the grounds for such default, and the default remains in effect.

8. **Payment.** The Parties agree that City shall pay Provider per the following schedule:

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As to City:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Attn: Khalid Resheidat, City Manager

With copy to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Attn: _____, _____

As to Provider:
Tax & Fees Collection Division
Recruitment and Engineering Products & Services, Inc.
405 Deer Pointe Circle, Casselberry, FL 32707
Attn: Ramzi Nassar, President & CEO

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Provider shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request from City's custodian of public records, provide City 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, as may be amended or revised, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Provider or keep and maintain public records required by City to perform the service. If Provider transfers all public records to City upon completion of this Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of this Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

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20. **Conflicts.** The terms of this Agreement shall control of any conflicting terms in any referenced agreement or document.

IN WITNESS WHEREOF, the Parties have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement in counterparts on the dates set forth below.

RECRUITMENT AND ENGINEERING
PRODUCTS & SERVICES, INC.

By:_____

Print: Ramzi Nassar

Its: President & CEO

Date: _____

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement in counterparts on the dates set forth below.

CITY OF NEW SMYRNA BEACH

By:_____

Print: Khalid Resheidat

Its: City Manager

Date: _____

Attest:_____
Kelly McQuillen, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

CHRISTINE VELLA STATE FARM AGENCY
992 N SEMORAN BLVD
ORLANDO FL 32807

CONTACT NAME: JAYDEE MARTINEZ
PHONE (A/C, No, Ext): 407-898-8836 **FAX (A/C, No):**
E-MAIL ADDRESS: JAYDEE@CHRISVELLA.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

RECRUITMENT & ENGINEERING PRODUCTS
& SERVICES INC
405 DEER POINTE CIR
CASSELBERRY FL 32707

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] **COMMERCIAL GENERAL LIABILITY**						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
		Y	Y	596420	04/15/2024	04/15/2025	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	ERRORS AND OMISSION			596420	04/15/2024	04/15/2025	EACH OCCURRENCE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: CITY OF NEW SMYRNA BEACH 210 SAMS AVE NEW SMYRNA BEACH FL 362168

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF SCOTT REMODELING FOR CONSTRUCTION OF DORMS AT FIRE STATION 52.

April 8, 2025

Background:

Fire Station 52 was originally designed with 2 additional dorms to house a future ambulance service. The space was constructed with all necessary services "roughed-in" for the dorm conversion. The area is currently used as a training room. With the addition of an ambulance service, it is time to complete the dorms.

Fiscal Analysis:

Due to timing and the immediate need of the additional dorms, Maintenance Operations reached out to several contractors for quotes. Four (4) visited the location, and two (2) replied with a quote. Scott Remodeling came back with the best price for the work requested. The cost is $85,890.00 and there are sufficient funds available in the Fire Impact Fund (10652201.553098). A budget amendment will be submitted on the April 22nd agenda.

Strategic Plan Item:

No

Staff Report Created By: Kevin Brinkley - Assistant Maintenance Operations Director

Attachments:

fire house dorms 3rd ave_2.pdf
Scott Remodels_11.png
Scott Remodels_12.png
Scott Remodels_13.png

PROPOSAL

CLIENT	TEL	DATE
Kevin Brinkley	**JOB NAME**	
Fire Station Third Ave		
NSB, FL 32169	dorm room remodel	2/24/2025

PROPOSAL INCLUSIVE OF ALL ITEMS AS LISTED BELOW		COST
Demo	remove existing carpet flooring and base remove closet walls and utility sink cabinets and tops removed suspended ceiling sections, open up doorway thru existing block wall	4,700.00
Framing	frame new dividing walls to bathrooms, block up existing doorway form new shower bases, and frame bathroom ceilings at lower level install pocket doors to bathrooms install new access door to 2nd dorm room	6,330.00
Plumbing	open up walls to expose existing plumbing, rough in new water lines to suit new vanity, shower and toilet locations, amend existing 2" waste pipes to suit vanity locations install underslab shower drains, form new shower pans, trim out showers vanity sinks and toilets	9,800.00
Electrical	scope of work to be determined as work proceeds, allowance not to exceed $15000	15,000.00
Walls	drywall and finish new walls to match existing cement backer boards to shower area and wainscoat walls to bathroom perimeter, redgard waterproof coating to same ready for tile install prime and paint all walls and ceilings to same install ceramic tile to shower enclosure full height and 5' high on wainscoat bath walls supply and install rubber base thruout remove 3# existing dorm shower stalls, retain shower valves, fix new cement backer boards, renew shower pans and tile stall only, suuply and install shower rod and curtain to both	32,400.00
Floors	tile floors that resemble exiting tile in station install ceramic tile thruout dorm rooms supply ceramic floor tile	4,800.00
Ceilings	repair existing suspended ceiling as needed over dorm rooms bathroom ceilings will be drywalled	3,300.00
Cabinetry	supply and install solid wood cabinetry to vanity areas includes one base and one sink base cabinet per existing vanity supply and install solid surface countertops to same with undermount sinks, in color to resemble existing	6,300.00

Other	supply and fit bath vanity mirrors, paper towel holders, shower rods	880.00
	supply bath plumbing fixtures, shower valves & trims, toilets, vanity sinks and faucets	1,780.00
Notes	client to supply interior doors, all sprinkler head work as per existing no work allowed for, dorm locker cabinetry by client	
General Items;		
	permit fee and application	tbd
	dumpster charge for debris removal	600.00
Client Please Note:		
	all additional work to be completed at standard man hour rate of $50/mhr, plus material cost and Overhead @10%, work will be billed at the end of each working week, failure to pay in full by following work day will result in all works being stopped and original contract voided, the contractor retains the right to remove all material and equipment from site to offset any loss incurred due to non payment by client, client expressly understands they are liable for any legal costs incurred by the contractor in order to gain full payment for work rendered.	
	TOTAL	85,890.00

CLIENT SUPPLIES FOLLOWING MATERIALS:

all by contractor

ACCEPTANCE OF PROPOSAL

I the undersigned agree to pay Scott Remodeling LLC the total sums as indicated on above proposal. SR LLC agrees too complete all listed work in a timely manner and according to Florida Building Code. Client clearly understands that non-payment, delayed payment, and or partial payment as requested by SR LLC will constitute a Breech of Contract and any legal action required by SR LLC to recover monies due will be at the clients cost, this will also include any Debt Collections fees as instructed by SR LLC in order too retrieve monies due.

Signature of this proposal hereby provides a Notice to Lien from SR LLC on the address listed above, Client should be of Florida Mechanics Lien law before signing, your property is at risk due too non payment of contractor.

Clients Signature	**Date**
Contractors Signature	**Date**

Payment Schedule:

to be determined

ALL ADDITIONAL WORK TO BE PAID IMMEDIATLEY AT REQUEST OF CONTRACTOR ON OR BEFORE COMPLETION OF SAID WORK

Client Agrees to make prompt payments upon request by SR LLC.

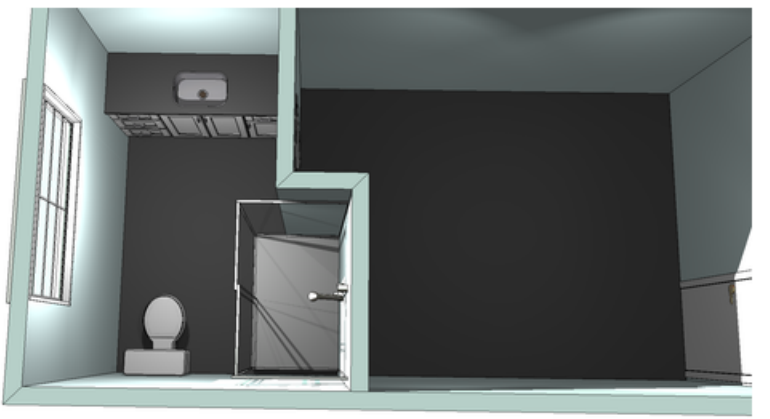
Payments Past Due by 7 Days of request by SR LLC will result in immediate stoppage of site works and legal action initiated too recover monies due. All outstanding monies due are subject too 10% interest per month, till full payment is received by SR LLC

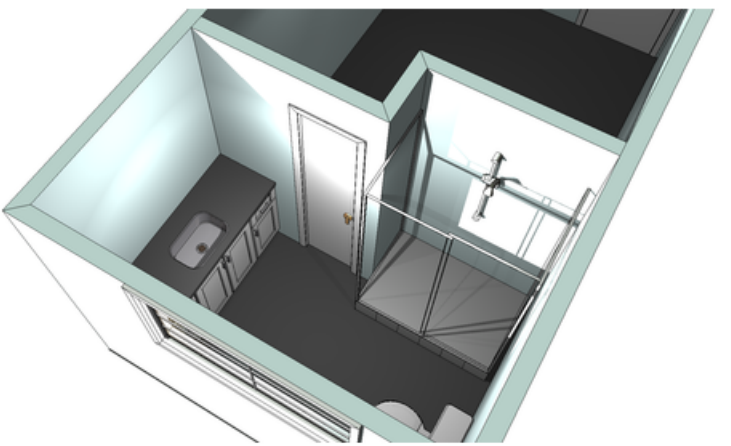
Client Please Note; All Punch List items will be completed AFTER contractor receives **ALL outstanding payments requested.**

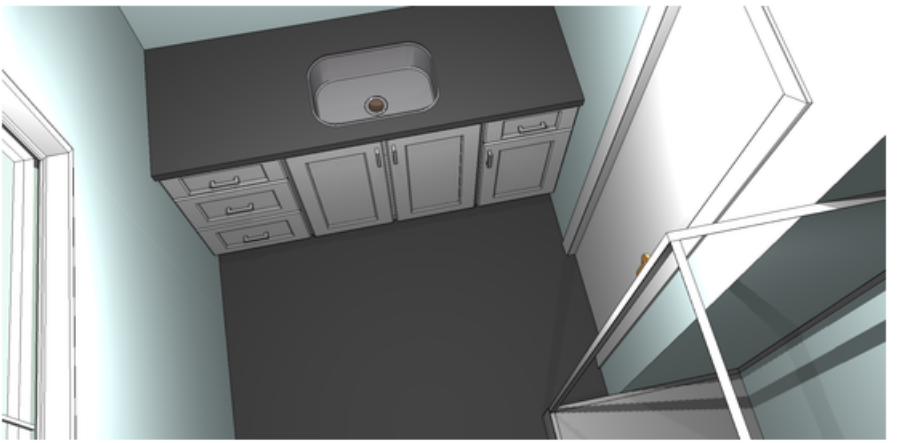
Contractor will request payments by email or verbally directly too client at appropriate time.

Client has read and understands payment schedule and agrees to terms set forth;

Clients Signature







THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF THE REPLACEMENT OF TWO ROOFTOP AIR CONDITIONING UNITS AT THE BRANNON CENTER UTILIZING OMNIA CONTRACT.

April 8, 2025

Background:

The Brannon Center has 4 rooftop AC units. All 4 reached the end of their useful lifecycle and began to fail in 2022. One of the 15 ton units was replaced in FY24 and one of the 25 ton units in FY25 with the plan to budget for the replacement of the remaining 2 units in the coming years. The remaining 15 ton unit has now failed requiring immediate replacement.

Staff recommends approval.

Fiscal Analysis:

Because the units are located on the rooftop of the Brannon Center, a specialty crane is required for installation. By replacing the 25 ton unit at the same time as the failed 15 ton unit, the total cost of the project can be reduced by $5,000. This will reset the lifecycle of the units and will not need to be replaced for 10-12 years if serviced regularly.

Pricing based on Omnia Contract - Racine #3341
Cost of 15 Ton replacement - $36,613
Cost of 25 Ton replacement - $43,232

A budget amendment will be submitted on the April 27 meeting agenda.

Strategic Plan Item:

No

Staff Report Created By: Kevin Brinkley - Assistant Maintenance Operations Director

Attachments:

TRANE - NSB Brannon Center 15t CND Replacement 040225.pdf
Original IFB Document RC2022-1001_HVAC_Racine_Solicitation_final_2022_6_15_with_attachments.pdf
Opening Minutes.pdf
Omni Original Contract and amendments (2).pdf
Awarded Proposal.pdf



Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

April 02, 2025

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168-3216

Site Address:
Brannon Community Center
105 S Riverside Dr
New Smyrna Beach, FL 32168

PROJECT NAME: **NSB Brannon Center – 15t CND Replacement 2025**

Priced per OMNIA Partners Contract – Racine #3341 / Quote # H3-382918-25-001

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Unit Overview	
Model	TTA18043DAA**BS010000000000000000000000
Construction	Replacement
Unit Tonnage	15 Tons
Controls	Symbio (Cooling)
Voltage	208-230/60/3
Refrigeration Circuit / Stage	Dual Compressors / Dual Circuit
Refrigerant	R-410A Refrigerant
Unit Function	Cooling
Max. Cond. Operating Weight	705.0 lb



FIVE (5) YEAR PARTS & LABOR WARRANTY INCLUDED

COATED CONDENSER COILS & CABINET

SCOPE OF SERVICE

- Shut down existing unit, lock out & tag out existing electrical service
- Disconnect existing electrical from rooftop condenser
- Provide 3rd party crane & rigging services to lift equipment to and from roof area
- Utilizing crane service, remove existing rooftop condenser from roof curb and land to ground
- Lift new unit to existing roof curb & anchor in
- Reconnect existing electrical service to new rooftop condenser
- Provide Trane BAS Technician to integrate new unit & equipment controller into existing Trane Tracer Building Automation System
- Provide all necessary permits & associated fees
- Provide Trane Factory Start-Up services of new equipment & verify proper operation
- Trane Service to assist with all coordination efforts, including scheduling, permitting & ensuring operation is performed per Trane OEM standards & guidelines

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PRICING AND ACCEPTANCE

TOTAL INVESTMENT OF SERVICE:……..$36,613.00 USD

Add Option – Replace 25t Condensing Unit (in conjunction with Base Scope):……$43,232.00 USD

Budget to Replace 25t Condensing Unit (Fiscal year 2025-2026):……$48,000.00 USD

CLARIFICATIONS

1. Applicable taxes are included.
2. Engineering or engineered drawings not included.
3. Liquidated or consequential damages not included.
4. Any service not listed is not included.
5. Work will be performed during normal Trane business hours.
6. This proposal is valid for 30 days from April 02, 2025.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,



David Evans
Account Manager
Cell: (407) 274-0358

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

_____
Title

_____
Purchase Order

_____
Acceptance Date

Trane's License Number: CM-C1249843

TERMS AND CONDITIONS – QUOTED SERVICE
"Company" shall mean Trane U.S. Inc..
To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.
1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
(a) Any guarantee of room conditions or system performance;
(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.
12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

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3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

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15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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APPENDIX

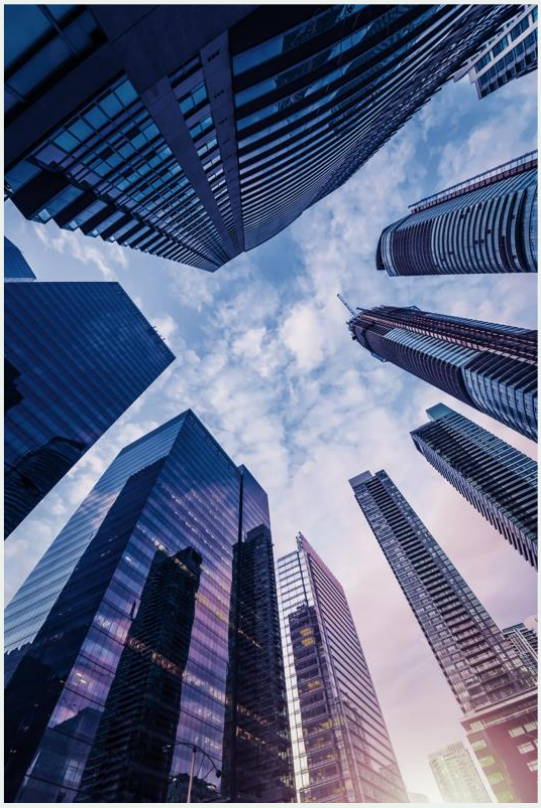
SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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Purchasing
730 Wisconsin Avenue
Racine WI 53403
262-636-3700
Duane.McKinney@racinecounty.com

June 15, 2022

Dear Prospective Bidder:

You are invited to submit a bid to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. A copy of this solicitation is available for download at: https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids. Submitted bids are due on or before 1:00 p.m. CST on Thursday July 21, 2022, you must submit electronically online using the DemandStar application at www.DemandStar.com. Late bids will not be accepted.

Bids must be submitted electronically online using the DemandStar application at www.DemandStar.com. The terms 'Firms', 'Suppliers', 'Contractors', 'Offeror', 'Vendor', 'Respondent', and/or 'Bidder' may be used interchangeably.

General questions regarding this solicitation should be directed to Duane McKinney at (262) 636-3700 or via email at Duane.McKinney@racinecounty.com.

Technical questions should be submitted via email to Duane McKinney, Purchasing Manager, at Duane.McKinney@racinecounty.com.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance Department.-Purchasing Division.

If your firm chooses not to submit a response for this procurement, please complete Attachment E – No Bid Form.

RACINE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Sincerely,

Duane McKinney
Racine County Purchasing Manager

Encl: Bid Package

INVITATION FOR BID
IFB # RC2022-1001

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

I. PROJECT OVERVIEW

Racine County is accepting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The Master Agreement will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis. Participating Public Agencies may have different requirements and they may choose to sign supplemental agreements with the Awarded Bidder(s) to conform to their purchasing and contracting requirements.

A. STEP-ONE

For the first step of the bidding process, Bidders will submit their sealed bid with all requested information, to include Certification of Vendor, and Attachment C – Bid Form by the due date and time outlined in this IFB. After the due date and time, all Bids will be reviewed to determine if they are responsive, responsible, and meet the minimum requirements. Each Bidder determined to be responsive, responsible, and qualified shall be deemed to be a "Responsible Bidder".

B. STEP-TWO

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder the Sample Project Forms, which have already been prepared and are actual (hypothetical) projects. When completing the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Forms to be supplied upon identification of a Responsible Bidder(s) in the first step; a reduction in price for the sample projects outlined in a Responsible Bidder's Sample Project Form will not be allowable. The final basis for award to the lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

II. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of Bid:	Wednesday June 15, 2022
Virtual Only Non-Mandatory Pre-Bid Meeting:	Wednesday June 29 at 10am (CST), 2022
Deadline for Bidder Questions:	Wednesday June 29, 2022 by 5pm (CST)
Addendum/Questions Answered for Solicitation:	Wednesday July 6, 2022
Bid Due Date:	Thursday July 21, 2022 by 1pm (CST)

B. BIDDER'S QUESTIONS

Bidders are reminded to **carefully** examine the bid packet and specifications upon receipt. If the Bidder does not fully understand the Invitation for Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted in writing to Duane McKinney, Purchasing Manager by 5:00 p.m. on Wednesday June 29, 2022, either by fax or e-mail for interpretation or correction of any printed material:

Fax: 262-636-3763
E-mail: Duane.McKinney@racinecounty.com

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the response period. If necessary, in Racine County's sole discretion, answers to questions will be provided to all specification holders in the form of an addendum. Any addendum will include a list of each question received and Racine County's response as of the date of the addendum.

C. ADDENDA

Any changes made to the Invitation to Bid after posting will be issued via addenda to all prospective bidders and if necessary, an extension will be made to the Bid Due Date. The original Invitation to Bid and any addenda will be posted to the Racine County Website https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected.

If a vendor receives a bid packet from any source or entity other than the Racine County Purchasing Department, the Bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the response list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. VIRTUAL ONLY NON-MANDATORY PRE-BID MEETING

A non-mandatory (virtual only) pre-bid meeting will be held on Wednesday June 29, 2022 at 10am local time held by phone. Due to COVID, Bidders should register for the meeting by Tuesday June 28, 2022 with Duane via above email or (262) 636-3700, to obtain the dial in information.

While non-mandatory, it is strongly encouraged for Bidders to attend the pre-bid meeting. Oral statements or discussions during the pre-bid meeting will not be binding. Any questions should be submitted in writing per item B. of this Section. Changes, if any, will only be made in writing via Addenda as described in item C. Addenda.

The purpose of this meeting will be to clarify the contents of this IFB in order to prevent any misunderstandings of the IFB. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to Racine County at this

conference. Racine County will then determine the appropriate action necessary, if any, and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to this IFB. No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this IFB during this process is prohibited unless authorized by the Racine County Purchasing Manager.

E. METHOD OF BID

Bidders must submit their bids using the Bid Form documents attached to this IFB and incorporated herein as Attachment C and shall submit all other information and materials required by this IFB. Bids written in pencil or in a format other than the attached forms will be rejected. Erasures or corrections of mistakes on forms submitted shall be initialed or signed by Bidder. Failure to meet any requirements listed in this solicitation document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing. Racine County makes no warranty or representation as to the application of the Wisconsin Public Records Law (Wis. Stat. § 19.31, et seq.)(the "WPRL") to any documents and information submitted in response to this IFB. Each copy of the response shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the Bidder will sign the Certification of Vendor page.

F. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to this IFB.

G. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County however if an award is made, it will be awarded as outlined in Section D Award under Part V. Award Information.

H. DUE DATE

You must submit electronically online using the DemandStar application at www.DemandStar.com of your bid is to be received by **1:00 p.m. (CST) Thursday July 21, 2022,** in the offices of the Racine County Purchasing Division. Bids received after 1:00 p.m. central time as dictated by www.time.gov shall be considered late and will not be accepted. Late bids will not be accepted. Faxes will not be accepted.

Any Bid received by the County after this date and time will not be accepted. Bidders are responsible for ensuring that the above office receives its Bid before the deadline. All Bids will be reviewed and evaluated as described in Part V. Award Information

I. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from Bidder prior to time and date fixed for bid opening if the bid contains a mistake, omission, or error. Subject to Wis. Stat. § 66.0901(5), negligence on the part of the Bidder in preparing their bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening with be returned unopened and the Bidder may not re-submit a bid to this solicitation unless no contract is awarded under this IFB and the IFB is re-advertised.

J. AMENDMENTS TO BIDS

Subject and pursuant to Wis. Stat. § 66.0901(5), each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of responses to notify the County in writing of a material mistake in the bid. However, no changes to the line item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

K. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal responses submitted shall be binding for ninety (90) calendar days following the bid opening date.

II. TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS

The successful Bidder(s) (the "Contractor") agrees to all of Racine County's General Terms and Conditions located at https://racinecounty.com/home/showdocument?id=11726 and incorporated by reference herein.

B. INSURANCE

1. Requirement

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

2. Minimum Limits of Insurance

Each vendor shall obtain insurance at the following minimum limits:

- General Liability

- $1,000,000 each occurrence
- $1,000,000 personal and advertising injury
- $2,000,000 general aggregate
- $2,000,000 products and completed operations aggregate

- Umbrella Liability Insurance on a following form basis
  - $4,000,000 each occurrence
  - $4,000,000 aggregate
  - Any combination of underlying coverage and umbrella equaling $5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
  - $100,000 E.L. Each Accident
  - $100,000 E.L. Disease Each Employee
  - $500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII
- The insurers shall agree under each required policy of insurance to waive all rights of subrogation against the insured parties for losses arising from work performed by the Contractor for Racine County.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Racine County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance

a. Additional Insured Requirement. Racine County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the

Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e. Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers’ Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Racine County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Racine County.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Racine County.

7. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Racine County Courthouse, Purchasing Department, 730 Wisconsin Avenue, Racine WI 53403. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Wisconsin law.

2. Acceptability.

   The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Racine County. All policies shall be subject to approval by the Racine County Corporation Counsel as to form and content.

3. Failure of Insurers.

   The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

8. Verification of Coverage

   Prior to execution of the contract, Contractor shall furnish Racine County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract. Racine County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

9. Subcontractors

   Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds. The Contractor shall not allow any subcontractor to commence work until the aforementioned requirements are met.

C. USE OF PREMISES

The Successful Bidder(s), also referred to as Contractor, shall confine their equipment, the storage of materials and the operations of their work persons to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with their materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by the County.

The Contractor is responsible for any damage done to the building structure, existing hallways, doors etc., that is not part of the scope of work and was damaged during the construction period by the Contractor.

The County shall have the right to use or occupy the premises and use the whole or any part of the work area as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs because of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

D. LIEN WAIVERS

If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.

All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

All Lien waivers will contain the following language, clearly typed:

> "Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date."

E. BONDS

1. PERFORMANCE & PAYMENT BONDS
   When required by the Participating Public Agency, the Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the contract and the payment of all obligations arising there under and complying with the requirements of Wisconsin's law or the applicable state of the Participating Public Agency. Both bonds shall be in the amount of one hundred percent (100%) of the contract amount and shall name the Participating Public Agency as an oblige. Companies issuing bonds must be licensed to write bonds in the state of the Participating Public Agency. The Contractor shall pay premiums for required bonds. Obtaining of bonds by the Contractor shall be a condition precedent to effectuation of the Master Agreement between the Participating Public Agency and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased contract sum.

F. PERMITS, CODES AND ORDINANCES

Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances, and regulations.

Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

G. STANDARDS AND JOB SITE SAFETY

Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.

Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulations and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulations of County as set out in the scope of work for this contract, to protect County's employees who may be on the job site.

Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

H. INSPECTION/CLOSE OUT PROCEDURES

All materials used and all work completed by the Contractor shall be always subject to the examination, observation, and approval of the County.

At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by the County of any rights of the County.

For final acceptance, the County shall inspect the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any

work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

I. BIDDER SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Racine County.

Bidder acknowledges that Racine County is an "authority" for the purposes of the WPRL. Any information obtained by Racine County is considered public records and will be subject to disclosure under the WPRL, except for information falling within one of the exemptions therefrom. Racine County is required to and shall comply with the WPRL in relation to any records, documents and information related to its dealings and relationship with the Bidder. Nothing in the Master Agreement shall be deemed or construed as a limitation on Racine County's discretion relating to compliance with the WPRL or other applicable law.

Notwithstanding the foregoing, if any of the material a Bidder provides is confidential or is a proprietary trade secret, Bidder may mark that material with a "Confidential" stamp. While Racine County will attempt to keep such information confidential, as an authority, it cannot guaranty that it will remain confidential. Racine County will endeavor to inform Bidders of a public records request to view or obtain such information. Any Bidder may contest such a request at its sole expense. Racine County assumes no responsibility for any liability whatsoever in relation to its compliance with the WPRL.

J. AFFIRMATIVE ACTION; NON-DISCRIMINATION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor, you indicate your acceptance and compliance.

In connection with the performance of work awarded under this IFB, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a), sexual orientation as provided in Wis. Stat. § 111.36, national origin, or military service as provided in Wis. Stat. § 111.355(1). This provision 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 further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wis. Stat. § 16.765 (2)).

K. NATIONAL CONTRACT

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Pubic Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment D).

While no minimum volume is guaranteed to the awarded Contractor(s), the estimated annual volume of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $500M. This projection is based on the current annual volumes among the Racine County and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and

volume growth into other Public Agencies through a coordinated marketing approach between the awarded Bidder(s) and OMNIA Partners.

The successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

III. HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the Purchasing Coordinator.

A. DESCRIPTION OF WORK

The expected outcome of this IFB is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services. Vendors are to provide a broad selection of HVAC EQUIPMENT, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES. The intent of this IFB is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Vendors should have demonstrated experience in providing similar Products and Services as defined in this solicitation, including but not limited to:

1. HVAC Equipment and Products: This includes, but is not limited to, all commercial equipment such as chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; automation equipment; parts and aftermarket products and any other HVAC products offered by Bidder.

2. Installation and Services: This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Bidder.

3. Related Products, Solutions, and Other Services: This includes, but is not limited to, new, and/or retrofitting older products and solutions, HVAC equipment controls, ancillary services, thermostats, sensors, energy programs, design and analysis tools, commissioning, building management and/or certifications, enterprise management, rental and lease services, financial services, training and/or educational services, municipal services, and any other

related products and services offered by Bidder.

B. TERM

The term of the Master Agreement will be for five (5) years following the contract award date with the option to review for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. The awarded Bidder(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Racine County may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

Participating Agencies commonly require a modification to a term of the Contract (e.g., governing law). The awarded Bidder and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.

C. PRICING

Labor rates should be based on regional and national rates. The Awarded Bidder may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by Racine County. The request for a change in the rate outside of the anniversary contract date shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e.: appropriate Bureau of Labor Statistics index).

The pricing structure, or percent discount for product pricing should remain fixed for the term of the contract.

The Awarded Bidder agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

D. ALTERNATIVE COSTING METHOD

If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposals;
- Apply the discount as submitted on the Response Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.

E. PRICE LIST FOR ADDITIONAL PRODUCTS

The intent is to enter into a Master Agreement for a complete line of HVAC products, installation, labor based solutions, and related products and services. Therefore, in addition to specific line items listed on the pricing schedules, Bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products as well as current catalogs and price lists. Bidders shall attach to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists shall be the currently published National Standard Manufacturer's Price Lists. The Bidder's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, current catalogs and price lists provided by the Bidder shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Bid Form.

F. SPECIAL OFFERS AND PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV. BID SUBMITTAL INSTRUCTIONS

To adequately review bids uniformly and objectively, all bids should be submitted according to the format detailed below. The bid should be prepared simply and economically, providing straightforward and concise information as requested. Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the solicitation, if available, are encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective bid are not desired. Racine County reserves the right to reject any bid not properly formatted.

A. CERTIFICATION OF VENDOR PAGE
Place this page on top of the original and each copy of your complete bid. See page 23.

B. TABLE OF CONTENTS
Include clear identification of the material to be used.

C. EXECUTIVE SUMMARY
Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

D. RESPONSIBLE BIDDER
Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the minimum qualifications, as outlined throughout this section, Bidder may be deemed not qualified and responsible. Bidders must demonstrate that they have the resources and capability to provide the materials and services described herein. The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

In addition to the pricing and certification information indicated under item D. Award under V. Award Information, Bidders will submit the following items with their bid:

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.
    a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.
    b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.
    c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.
2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
3. Provide business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.
4. Proof of insurance.

5. Describe Bidder's bonding capacity and capability of securing high dollar Performance Bonds.
6. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.
8. Provide a minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects. Bidder's may use the Reference sheets enclosed in this IFB.
9. To further demonstrate similar experience and provide proof of performance:
    a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.
        - Identify the manufacturer products/brands the Bidder can service and support.
        - Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.
        - Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.
        - Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.
        - Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.
        - Describe Bidder's company's scope of work for preventative maintenance work.
        - Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.
        - Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.
        - Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?
    b. Describe Bidder's ability to provide temporary cooling/chiller units.
    c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

- A description of the Products, including all related components and parts to be provided by the major product category.
- A catalog or brochure type information as applicable.
- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.
- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

d. Describe Bidder's record keeping and processing system for work performed. Include:
   - Bidder's ability to provide online access to records.
   - State any options for expediting delivery of product.
   - State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?
   - State restocking procedures for returning products, if applicable.
   - Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.
   - Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.
   - Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.
   - Describe Bidder's quality control processes.
   - Describe Bidder's problem escalation process.
   - Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?
   - Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.
   - Describe the process for replacement or repair of defective products and warranty related issues.
   - Describe how Bidder evaluates and determines unit repair versus unit replacement.
   - Identify all other companies that may be involved in processing, handling, shipping, products and/or services.
   - Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.
   - Provide order information to include available ordering methods and available payment terms.
   - Provide the number and location of support centers (if applicable).

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.
- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.
- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.
- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

E. BID FORM CRITERIA

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

Bidder shall also be responsible for compliance with any federal, state, or local prevailing wage laws.

Price/Discounts should remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices may be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

As part of the bid, Bidders shall provide the following:

- Details of any proposed additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend.
- *Comprehensive Product Offering*
  Bidder(s) awarded under this IFB may offer their complete product and service offering/balance of line. Pricing for complete product offering/balance of line items will be determined by a percentage discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a Bidder's product lines, services, warranties, etc. that are available from Bidder and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Bidders may elect to limit their bids to any category or categories. Where the price list shows more than one column of prices, Bidder shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.
- *Federal Funding Pricing*
  Due to products and services potentially being used in bid to an emergency or disaster recovery situation in which federal funding may used, if not already

incorporated as part of the bid, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

V. AWARD INFORMATION

A. COMPLIANCE WITH IFB

Bids submitted must be in strict compliance with the terms of the solicitation. Failure to comply with all provisions of the IFB may result in disqualification.

B. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

C. QUALIFYING BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive Bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section IV. Bid Submittal Instructions, and submit the information indicated under item D. Responsible Bidder, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

D. AWARD

Utilizing the two-step process set forth herein, it is the intent of the County to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents, the Bidder is adequately qualified, and the bid does not exceed the funds available. Racine County reserves the right to make an award as deemed in its best interest, which may include awarding to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest, together with compliance with applicable law. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

RACINE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: work schedule,

technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, timely delivery of products and/or services, financial ability, bonding, experience in performance of similar work, references, equipment, and capacity.

For the first step of the bidding process, Bidders will submit their sealed bids with all requested information, to include Certification of Vendor and Attachment C – Bid Form, by the due date and time outlined in this IFB. After the due date and time, all Bidders will be evaluated to determine if they are responsive, responsible, and qualified. Each Bidder determined to be responsive, responsible, and qualified shall be determined to be a "Responsible Bidder."

As part of the first step of the bidding process, Racine County may seek additional information or clarification from one or more of the Bidders.

If Bidder does not adequately demonstrate the necessary minimum qualifications, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

Award may be made without discussion with Bidder, therefore, Bidders are cautioned that Bidders should be submitted initially on the most favorable terms.

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder a Sample Project Form to determine which Responsible Bidder(s) constitute the lowest responsible bidder(s) when the bid responses are applied to actual (hypothetical) projects. As indicated in Section I. Project Overview, when responding to the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Form (to be supplied to Responsible Bidders as part of Step-One); a reduction in price for the sample projects outlined in a Responsible Bidder's Sample Project Form will not be allowable. The final basis for award and lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

E. TIE BIDS

If two (2) or more Bidders submit identical bids, the decision of the County to make award to one or more of such Bidders shall be final.

F. NOTICE OF ACCEPTANCE

Racine County will notify the lowest responsible and responsive Bidder(s) as soon as practical of the selection. Written notice of award to Bidder(s) in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

REFERENCES

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

List three (3) references for construction services to that requested in this IFB.

1. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

2. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

3. Company: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Email address: _____

   Description of project: _____

   _____

   _____

   _____

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.

- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

Attachment A

Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Attachment B

Federal Grant Funding Addendum

For more information on Federal Grant Funding for ESSER and GEER, please click on the following link: https://www.hcps.org/departments/docs/BusinessServices/Purchasing/FAQs_ESSER_GEER.pdf for Frequently Asked Questions on Elementary and Secondary School Emergency Relief (ESSER) Programs Governor's Emergency Education Relief (GEER) Programs (U.S. Department of Education Washington, D.C. 20202, May 2021).

For more information on Federal Grant Funding for HEERF, please click on the following link: https://www2.ed.gov/about/offices/list/ope/arpfaq.pdf for Higher Education Emergency Relief (HEERF) Fund III Frequently Asked Questions (American Rescue Plan Act of 2021 Published May 11, 2021, updated May 24, 2021).

Attachment C

Bid Form

(To be submitted in a sealed envelope or box as indicated)

Bid Form documents are provided. A discount percentage or structure must be clearly delineated. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

1. **Definitions**

   Labor Wage Classification Definitions - definitions as used herein for establishing labor rates. Participating Public Agencies may choose to establish alternative definitions.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsperson who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Elevator Mechanic	Craftsperson skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer. An Engineering Designer is not a requirement of this solicitation but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, an Engineering Design may lay out HVAC, plumbing, electrical, structural, or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who can work on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who can work on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsperson who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsperson who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsperson who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	A Project Engineer is not a requirement but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, a Project Engineer may monitor engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker may be responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsperson who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Water Proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

BID FORM

SECTION A
Product Pricing

Bidder shall include all product pricing using this format as pricing utilized on this form should be consistent with the individual pricing scenarios that are to be distributed to responsive, responsible, and qualified Bidders. Use additional space as necessary.

MFG Part No.	Product Name	Product Description	List Price	% Discount off List Price	Net Price

BID FORM (CONT'D)

SECTION B
Labor Rates

Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____

For all applicable Labor Classifications, using the below format, Bidder shall provide labor rates by geographic areas, regions, zones or other means for pricing nationally as sample projects included in Step-Two will be diverse project types including projects from different states and regions outside of Racine County and Wisconsin. Participating Public Agencies may have differing needs and requirements depending on the scope of their project(s); Participating Public Agencies may determine the appropriate Labor Classifications at their discretion. If Bidder is unable to provide one or more of the Labor Classifications below (either as part of their primary staff or as a subcontractor), Bidder should notate that in their response. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

		Hourly Rate		
Item	**Labor Classification**	**Normal Business Hours**	**Overtime**	**Holiday**
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

BID FORM (CONT'D)

SECTION B
Labor Rates (Cont'd)

		Hourly Rate		
Item	Labor Classification	Normal Business Hours	Overtime	Holiday
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Water Proofers, caulkers			
39	Water treatment technician			
	Use additional space as necessary to add any additional labor categories.			

BID FORM (CONT'D)

SECTION C
Additional Costs

INSTRUCTIONS:

Bidder shall utilize net product prices and labor rates listed in Sections A and B of this Bid Form to determine cost for installation of new equipment, maintenance of existing systems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Bidder shall list these elements below and any associated pricing. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Any Additional Pricing Elements for Installation, Maintenance, Upgrades and Turn-Key Services	Cost
List any other elements to be taken into consideration for installation, maintenance, upgrades and turn-key services	

BID FORM (CONT'D)

SECTION D
Additional Costs

Use the below space to provide pricing for any related products and services your company wishes to be considered. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Product or Service	Cost
Use additional space as necessary	

BID FORM (CONT'D)

SECTION E
Additional Discounts

Insert additional lines as necessary. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

ADDITIONAL DISCOUNTS/INCENTIVES	COST
Additional Discounts for volume (i.e., price breaks for multiple products/services, etc.)	
	$
	$
	$
	$
Any additional pricing incentives, discounts, or rebates such as for large volume purchases and services, total spend, etc.	
	$
	$
	$
	$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, transit authority, etc.	
	$
	$
	$
	$

ATTACHMENT D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Vendor teams
D. Regular business reviews to monitor program success
E. General contract administration

Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

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

B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies.

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

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how Vendor differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

K. Felony Conviction Notice: Indicate if the Vendor

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

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against Vendor

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

B. Describe how Vendor proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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

E. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor'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 Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, 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 Vendor'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 Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor 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 Vendor's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Bid;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Vendor 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) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Vendor will be proactive in direct sales of Vendor'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 Vendor's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

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

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

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

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team.

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

I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector 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**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

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	Uniqueld	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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) 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 (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number:

_____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____ Date: _____

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 bid, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 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 and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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 IFB. 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
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ 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: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for bids 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

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS
Bluefield, VA
Grundy, VA
Norton, VA
Town of Tazewell, VA
Big Stone Gap, VA
Clintwood, VA
St. Paul, VA

COUNTIES
Buchanan County, VA
Dickenson County, VA
Lee County, VA
Russell County, VA
Scott County, VA
Tazewell County, VA
Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINA) to include:

CITIES & TOWNS
Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA
Damascus, VA
Galax, VA
Marion, VA
Pulaski, VA
Radford, VA
Wytheville, VA

COUNTIES
Bland County, VA
Carroll County, VA
Floyd County, VA
Giles County, VA
Grayson County, VA
Montgomery County, VA
Patrick County, VA
Pulaski County, VA
Smyth County, VA
Washington County, VA
Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Appomattox, VA	Albemarie County, VA
Ashland, VA	Amelia County, VA
Blackstone, VA	Amherst County, VA
Charlottesville, VA	Appomattox County, VA
Colonial Heights, VA	Buckingham County, VA
Chester, VA	Campbell County, VA
Farmville, VA	Chesterfield County, VA
Hopewell, VA	Cumberland County, VA
Lynchburg, VA	Dinwiddie County, VA
Petersburg, VA	Fluvanna County, VA
Richmond, VA	Goochland County, VA
Scottsville, VA	Greene County, VA
Wintergreen, VA	Hanover County, VA
	Henrico County, VA
	Louisa County, VA
	Madison County, VA
	Nelson County, VA
	Nottoway County, VA
	Orange County, VA
	Powhatan County, VA
	Prince Edward County, VA
	Prince George County, VA
	Sussex County, VA

TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Kilmarnock, VA	Middlesex County, VA
Warsaw, VA	Lancaster County, VA
Urbanna, VA	Northumberland County, VA
West Point, VA	Richmond County, VA
Colonial Beach, VA	King William County, VA
Tappahannock, VA	King & Queen County, VA
Gloucester, VA	Mathews County, VA
Irvington, VA	Westmoreland County, VA
	Essex County, VA
	Gloucester County, VA
	King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Accomac, VA	Northampton County, VA
Cape Charles, VA	Accomack County, VA
Chincoteague Island, VA	
Exmore, VA	
Onanock, VA	
Tangier Island, VA	
Wachapreague, VA	

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Charles City, VA	Charles City County, VA
Chesapeake, VA	Isle of Wight County, VA
Franklin, VA	James City County, VA
Hampton, VA	New Kent County, VA
Newport News, VA	Southampton County, VA
Norfolk, VA	Surry County, VA
Poquoson, VA	York County, VA
Portsmouth, VA	
Smithfield, VA	
Suffolk, VA	
Virginia Beach, VA	
Williamsburg, VA	
Yorktown, VA	

NORTHERN VIRGNIA REGION (VIRGINA) to include:

CITIES & TOWNS	COUNTIES
Alexandria, VA	Rappanhannock County, VA
Arlington, VA	Fauquier County, VA
Centreville, VA	Stafford County, VA
Chantilly, VA	Spotsylvania County, VA
Clifton, VA	Caroline County, VA
Culpeper, VA	Prince William County, VA
Dulles, VA	Fairfax County, VA
Falls Church, VA	Loudoun County, VA
Fairfax, VA	Culpeper County, VA
Fredericksburg, VA	
Herndon, VA	
Leesburg, VA	
Lorton, VA	
Manassas Park, VA	
Manassas, VA	

Marshall, VA
McLean, VA
Middleburg, VA
Occoquan, VA
Purcellville, VA
Reston, VA
Spotsylvania, VA
Springfield, VA
Triangle, VA
Vienna, VA
Warrenton, VA
Woodbridge, VA
Washington, VA

SHENANDOAH VALLEY REGION (VIRGINA) to include:

CITIES & TOWNS

Berryville, VA
Buena Vista, VA
Front Royal, VA
Harrisonburg, VA
Lexington, VA
Luray, VA
Natural Bridge VA
Shenandoah, VA
Staunton, VA
Waynesboro, VA
Winchester, VA

COUNTIES

Augusta County, VA
Clarke County, VA
Frederick County, VA
Page County, VA
Rockbridge County, VA
Rockingham County, VA
Shenandoah County, VA
Warren County, VA

SOUTHERN VIRGINIA (VIRGINA) to include:

CITIES & TOWNS

Danville, VA
Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, VA

COUNTIES

Brunswick County, VA
Charlotte County, VA
Greensville County, VA
Henry County, VA
Halifax County, VA
Lunenburg County, VA
Mecklenburg County, VA
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINA) to include:

CITIES & TOWNS

Bedford, VA
Buchanan, VA
Clifton Forge, VA
Covington, VA
Fincastle, VA
Hot Springs, VA
New Castle, VA
Roanoke, VA
Rocky Mount, VA
Salem, VA
Troutville, VA
Vinton, VA
Warm Springs, VA

COUNTIES

Alleghany County, VA
Bath County, VA
Bedford County, VA
Botetourt County, VA
Craig County, VA
Franklin County, VA
Highland County, VA
Roanoke County, VA

SCHOOL DISTRICTS (VIRGINA) to include:

Accomack County Public Schools, VA
Albemarle County Public Schools, VA
Alexandria City Public Schools, VA
Alleghany County Public Schools, VA
Amelia County Public Schools, VA
Amherst County Public Schools, VA
Appomattox County Public Schools, VA
Arlington Public Schools, VA
Augusta County Public Schools, VA
Bath County Public Schools, VA
Bedford City Public Schools, VA
Bedford County Public Schools, VA
Bland County Public Schools, VA
Botetourt County Public Schools, VA
Bristol Public Schools, VA
Brunswick County Public Schools, VA
Buchanan County Public Schools, VA
Buckingham County Public Schools, VA
Buena Vista City Public Schools, VA
Campbell County Public Schools, VA
Caroline County Public Schools, VA
Carroll County Public Schools, VA
Charles City County Public Schools, VA
Charlotte County Public Schools, VA
Charlottesville City Schools, VA
Chesapeake Public Schools, VA
Lunenburg County Public Schools, VA
Lynchburg City Public Schools, VA
Madison County Public Schools, VA
Manassas City Public Schools, VA
Manassas Park City Public Schools, VA
Martinsville City Public Schools, VA
Mathews County Public Schools, VA
Mecklenburg County Public Schools, VA
Middlesex County Public Schools, VA
Montgomery County Public Schools, VA
Nelson County Public Schools, VA
New Kent County Public Schools, VA
Newport News Public Schools, VA
Norfolk Public Schools, VA
Northampton County Public Schools, VA
Northumberland County Public Schools, VA
Norton City Schools, VA
Nottoway County Public Schools, VA
Orange County Public Schools, VA
Page County Public Schools, VA
Patrick County Public Schools, VA
Petersburg City Public Schools, VA
Pittsylvania County Public Schools, VA
Poquoson City Public Schools, VA
Portsmouth Public Schools, VA
Powhatan County Public Schools, VA

Chesterfield County Public Schools, VA
Clarke County Public Schools, VA
Colonial Beach Public Schools, VA
Colonial Heights Public Schools, VA
Covington City Public Schools, VA
Craig County Public Schools, VA
Culpeper County Public Schools, VA
Cumberland County Public Schools, VA
Danville Public Schools, VA
Dickenson County Public Schools, VA
Dinwiddie County Public Schools, VA
Essex County Public Schools, VA
Fairfax County Public Schools, VA
Falls Church City Public Schools, VA
Fauquier County Public Schools, VA
Floyd County Public Schools, VA
Fluvanna County Public Schools, VA
Franklin City Public Schools, VA
Franklin County Public Schools, VA
Frederick County Public Schools, VA
Fredericksburg City Schools, VA
Galax City Public Schools, VA
Giles County Public Schools, VA
Gloucester County Public Schools, VA
Goochland County Public Schools, VA
Grayson County Public Schools, VA
Greene County Public Schools, VA
Greensville County Public Schools, VA
Halifax County Public Schools, VA
Hampton City Schools, VA
Hanover County Public Schools, VA
Harrisonburg City Public Schools, VA
Henrico County Public Schools, VA
Henry County Public Schools, VA
Highland County Public Schools, VA
Hopewell City Public Schools, VA
Isle of Wight County Public Schools, VA
King and Queen County Public Schools, VA
King George County Public Schools, VA
King William County Public Schools, VA
Lancaster County Public Schools, VA
Lee County Public Schools, VA
Lexington City Schools, VA
Loudoun County Public Schools, VA
Louisa County Public Schools, VA
Washington County Public Schools, VA
Prince Edward County Public Schools, VA
Prince George County Public Schools, VA
Prince William County Public Schools, VA
Pulaski County Public Schools, VA
Radford City Schools, VA
Rappahannock County Public Schools, VA
Richmond County Public Schools, VA
Richmond Public Schools, VA
Roanoke City Public Schools, VA
Roanoke County Public Schools, VA
Rockbridge County Public Schools, VA
Rockingham County Public Schools, VA
Russell County Public Schools, VA
Salem City Schools, VA
Scott County Public Schools, VA
Shenandoah County Public Schools, VA
Smyth County Public Schools, VA
Southampton County Public Schools, VA
Spotsylvania County Public Schools, VA
Stafford County Public Schools, VA
Staunton City Public Schools, VA
Suffolk Public Schools, VA
Surry County Public Schools, VA
Sussex County Public Schools, VA
Tazewell County Public Schools, VA
Virginia Beach City Public Schools, VA
Warren County Public Schools, VA
Winchester Public Schools, VA
Wise County Public Schools, VA
Wythe County Public Schools, VA
York County School Division, VA

Waynesboro Public Schools, VA
Westmoreland County Public Schools, VA
West Point Public Schools, VA

Williamsburg-James City County Public Schools, VA

Attachment E – No Bid Form

Contractors who do no wish to bid do not need to return the entire bid package. Simply return this form to Racine County through Duane McKinney, Purchasing Manager at: Duane.McKinney@racinecounty.com

STATEMENT OF NO BID

SEALED BID NUMBER X
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

I do not wish to submit a bid on this solicitation.

_____ _____

Contractor Representative

Please indicate the reason(s) for your decision not to bid:

Racine County
WISCONSIN

Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

Clarification #1

INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

Clarifications

1. E. Price List for Additional Products references Bidders attaching to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item. This may be done utilizing Section A Product Pricing from the Bid Form. Should a different form be attached to the Bid Form to price additional products, Bidder's should ensure that the necessary discount and other pertinent information is included as outlined in the solicitation.

2. For the format of submitting the required documents and information in Step-One: Pricing may either be submitted as a single merged document (with the other required documents in Step-One) or as a separate document (so long as all of the requested information is submitted by the due date and time).

Racine County
WISCONSIN

Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
   Attachment D – National Cooperative Contract states "The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid." Page 12 states: "The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response." Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
   - Exhibit B – Administration Agreement, Example
   - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
   - Exhibit D – Principal Procurement Agency Certificate, Example
   - Exhibit E – Contract Sales Reporting Template
   - Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
   Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

   Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
   Please confirm if "G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County" should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

   Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
   Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

   Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

<u>Modification</u>

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: _____

Signature: _____

Date: _____

Purchasing
730 Wisconsin Avenue
Racine WI 53403
262-636-3700
Duane.McKinney@racinecounty.com

June 29, 2022

INVITATION FOR BID PRE-BID MEETING
IFB # [RC2022-1001]

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

Pre-bid meeting was held via Microsoft Teams on June 29, 2022 at 10:00 am.

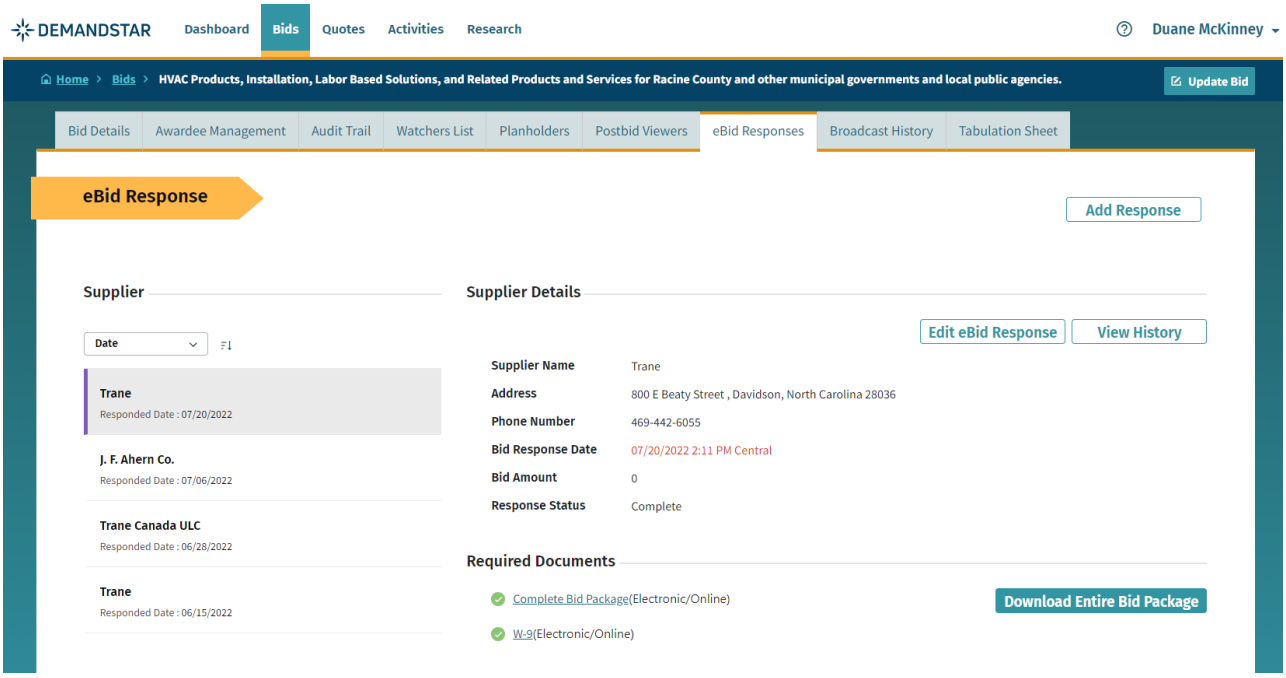
In Attendance:

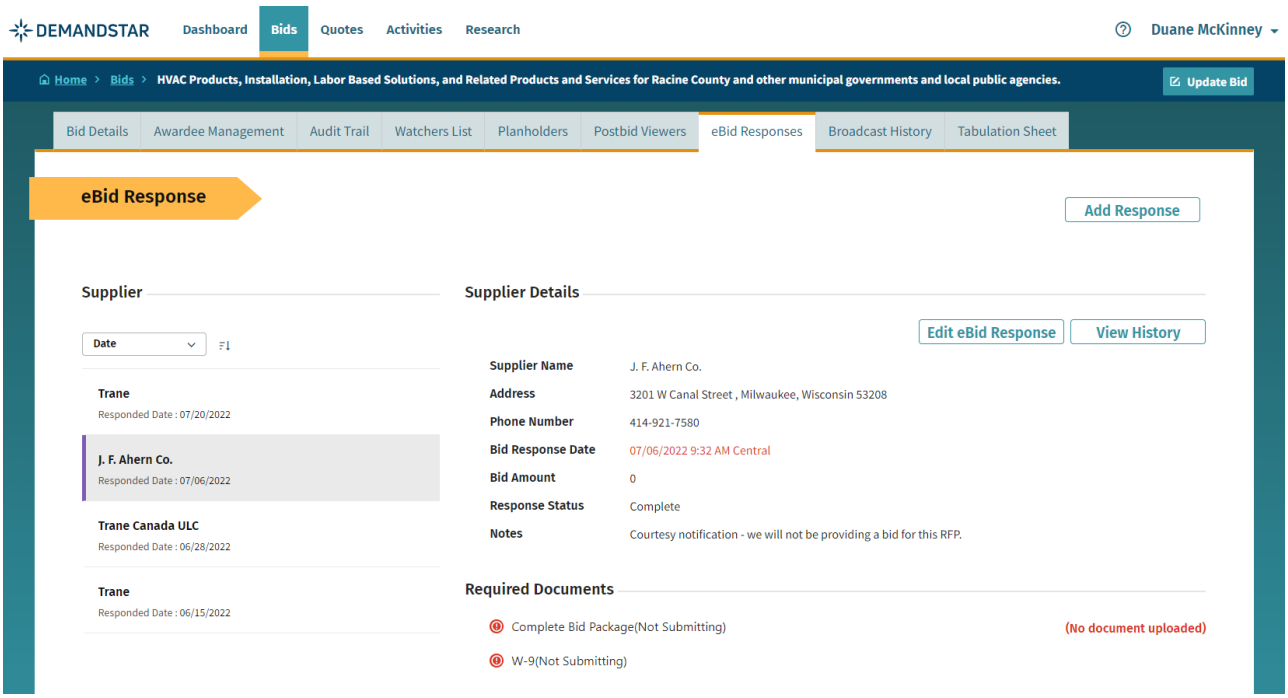
Name	Company	Email
Duane McKinney	Racine County	Duane.McKinney@racinecounty.com
Jessica Goforth	Omnia Patrners	Jessica.Goforth@omniapartners.com
Brenda Figlioli	Ram Air Engineering	bfiglioli@ramair.net
Jeremy Lee	Trane	Jeremy.Lee@trane.com
Greg Spencer	Trane	GSSPENCER@TRANE.COM
Mary Corbett	Trane	Mary.Corbett@tranetechnologies.com
Christopher Teller	Trane	CTeller@trane.com
Eric Rose	Ram Air Engineering	erose@ramair.net
Tina Hackbarth-Bossen	Trane	Tina.Bossen@trane.com
Andrea Fasciano	Helm Mechanical	afasciano@helmgroup.com
David Cellini	Diversified Thermal Services	davidc@dthermal.net

Sincerely,

Duane McKinney
Racine County Purchasing Manager

RC2022-1001 Times stamp bid responses





HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
    - Connectivity and Cloud Services
    - HVAC System Management
    - HVAC System Repair
    - Rental Solutions
    - Parts and Supplies
- Energy & Sustainability
    - Energy conservation Measures
    - Energy Monitoring & Analysis
    - Active Energy Management
    - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
    - Upgrading Existing Equipment
    - Building Systems Design and Upgrades
    - HVAC System Retrofits
    - Indoor Air Quality (IAQ)
- Building Systems and Technologies
    - Variable Refrigerant Flow (VRF) and Ductless Systems
    - Chillers
    - Packages Units and Split Systems

    - Air Handlers, Terminal Devices, Vav and Fan Coils
    - Variable Frequency Drives (VFD)
    - Energy Storage
    - Precision Cooling
- Building Management and Automation
    - Solutions for Large Buildings and Campuses
    - Small Building Solutions
    - Air-Fi® Wireless Communications
    - Lighting Solutions
    - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has 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) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

Racine County, Wisconsin

Contract # 3341

for

HVAC Products, Installation, Labor Based Solutions and Related Product and Services

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

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

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by: Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by: Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by: Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 8/16/2022
95FF4CCACB964F1...



Racine County Wisconsin

HVAC Products, Installation, Labor Based Solutions, and Related Products / Services

IFB #RC2022-1001

Submitted July 21, 2022, by Trane U.S. Inc.

A. Certification of Vendor

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: Greg Spencer

TITLE: Strategic Cooperative Program Leader

COMPANY: Trane U.S. Inc.

ADDRESS: 800 Beaty Street

CITY, STATE, ZIP: Davidson, NC 28036-6924

TELEPHONE: 469-442-6055 FAX: _____

E-MAIL: gsspencer@trane.com

DATE: June 22, 2022

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Other Exhibits & Documents

The following documents are provided as Appendices:

- Appendix 1: Acknowledgement of Addenda
- Appendix 2: Exhibit A – Response for National Cooperative Contract
- Appendix 3: Exhibit B – Administration Agreement, Example
- Appendix 4: Exhibit F – Federal Funds Certifications
- Appendix 5: Exhibit G – New Jersey Business Compliance

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B. Table of Contents



A. Certification of Vendor ..... **i**

Other Exhibits & Documents ..... **ii**

B. Table of Contents ..... **iii**

C. Executive Summary **4**

D. Responsible Bidder **6**

Minimum Criteria 6

1. Detailed Response to Attachment D, Exhibit A 6
2. Positive Balance Sheet 6
3. Business License 12
4. Proof of Insurance 14
5. Bonding Capacity 16
6. W-9 16
7. Background Information 17
8. References 39
9. Proof of Performance 43

E. Bid Form Criteria **112**

SECTION A, Product Pricing 113

SECTION B, Labor Rates 135

SECTION C, Additional Costs 217

SECTION D, Additional Costs 218

SECTION E, Additional Costs 219

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C. Executive Summary

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

Trane has presented 122 high-level products/equipment options and 48 labor classifications and services for your consideration, and are ready to provide HVAC Equipment and Products, Installation, and Services, and other Related Products/Solutions in response to this IFB.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the **Harford County Public Schools and U.S. Communities Contract** (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, **Trane secured the Port of Portland and U.S. Communities Contract.** Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. **Trane has booked $1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.**

Alabama	$22,282,635.39	**Kentucky**	$1,349,239.50	**Oklahoma**	$9,834,236.76
Arizona	$26,639,032.49	**Louisiana**	$1,149,096.30	**Oregon**	$9,151,530.40
Arkansas	$2,901,717.35	**Maine**	$745,095.24	**Pennsylvania**	$77,036,481.90
California	$29,571,264.24	**Maryland**	$14,804,678.33	**South Carolina**	$10,944,092.54
Colorado	$35,176,520.47	**Massachusetts**	$17,961.87	**South Dakota**	$883,364.75
Connecticut	$7,352,071.05	**Michigan**	$16,591,434.19	**Tennessee**	$93,940,188.53
Delaware	$2,575,026.00	**Minnesota**	$30,725,610.77	**Texas**	$164,920,070.45
Florida	$182,726,065.31	**Missouri**	$20,131,774.73	**Virginia**	$165,765,449.25
Georgia	$24,161,110.01	**Nevada**	$259,244.50	**Washington**	$20,555,568.09
Hawaii	$1,736,184.19	**New Jersey**	$72,477,397.96	**Washington, DC**	$8,031,046.25
Idaho	$1,571,373.00	**New Mexico**	$6,192,604.28	**West Virginia**	$6,786.54
Illinois	$87,170,264.87	**New York**	$87,653,962.56	**Wisconsin**	$9,387,240.15
Indiana	$19,875,621.11	**North Carolina**	$23,380,670.18	**Wyoming**	$49,148.52
Iowa	$7,858,608.39	**North Dakota**	$1,086,231.13		
Kansas	$12,782,043.21	**Ohio**	$47,018,541.70		

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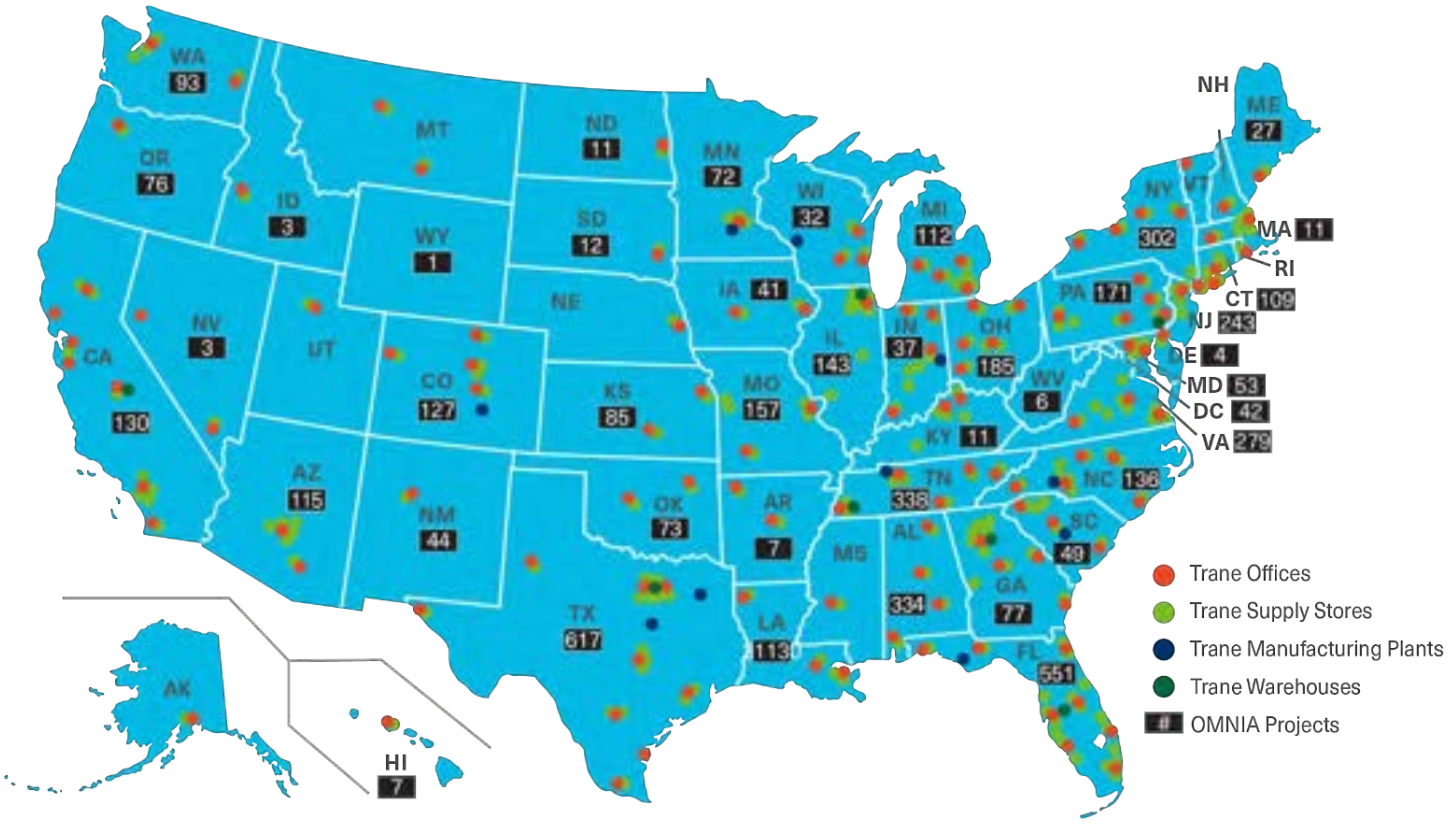
Trane's robust national infrastructure includes: 124 project offices, 205 parts/supply facilities, 6 express warehouses, and 11 manufacturing plant sites. Trane has 2,138 Salespersons and Project Managers available to support the Racine Contract.





Trane will work with OMNIA Partners so all participating agencies are aware of our contract award via a 90 day plan that includes emailing over 80,000 direct customer contacts, a co-branded press release, and publicity campaigns via our dedicated OMNIA website, direct mail, social media, and trade show promotion.

Our experienced Cooperative Contracting group is well-positioned to help Racine County—and the agencies that will piggyback off this contract—secure the goods and services they need to support their communities. With over 100 years of collective experience, Trane's Cooperative Contract Team brings to Racine County extensive knowledge and diverse know-how in navigating public procurement contracting. We look forward to bringing this experience to Racine County and its public procurement partners.

We sincerely appreciate your consideration.

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D. Responsible Bidder

Minimum Criteria

The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Trane U.S. Inc. meets all the minimum criteria to be eligible for this contract:

- Trane is a $14B corporation that has been in business for over 100 years. Our most recent balance sheet is shown below.
- Trane has held a cooperative contract since 1998 and has held the Harford County Public Schools and U.S. Communities Contract since 2015.
- Trane is properly licensed and incorporated to do business in the State of Wisconsin.

1. Detailed Response to Attachment D, Exhibit A

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.

Please see Appendix 2 for Trane's detailed response to Exhibit A under Attachment D.

a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

Trane acknowledges that Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

Trane acknowledges that The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.

Trane will not require additional agreements from Participating Public Agencies.

2. Positive Balance Sheet

2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

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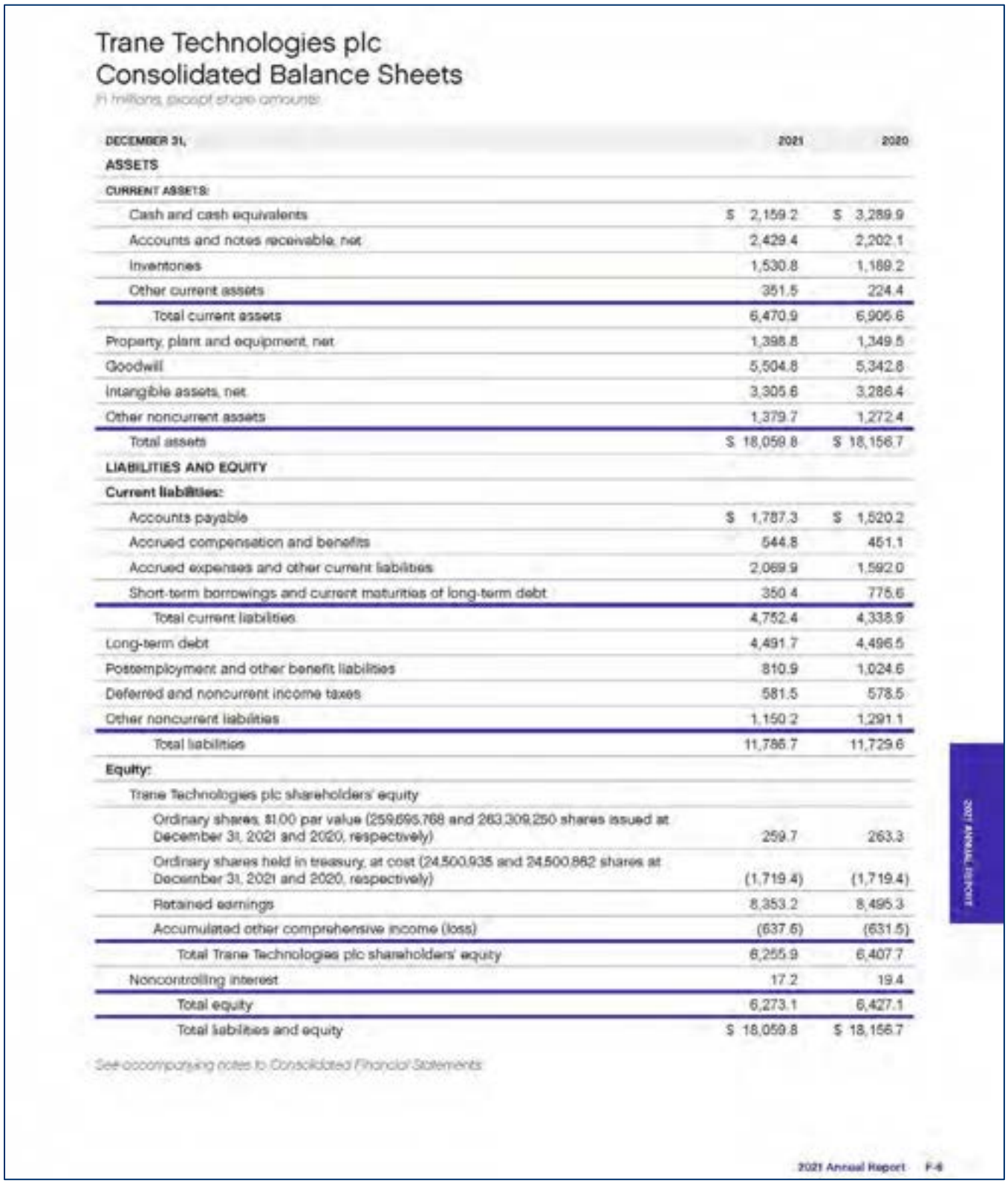
Balance Sheet from 2021 Annual Report



Trane Technologies plc
Consolidated Balance Sheets

(In millions, except share amounts)

DECEMBER 31,	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 2,159.2	$ 3,289.9
Accounts and notes receivable, net	2,429.4	2,202.1
Inventories	1,530.8	1,189.2
Other current assets	351.5	224.4
Total current assets	6,470.9	6,905.6
Property, plant and equipment, net	1,398.8	1,349.5
Goodwill	5,504.8	5,342.8
Intangible assets, net	3,305.6	3,286.4
Other noncurrent assets	1,379.7	1,272.4
Total assets	$ 18,059.8	$ 18,156.7
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,787.3	$ 1,520.2
Accrued compensation and benefits	544.8	451.1
Accrued expenses and other current liabilities	2,069.9	1,592.0
Short-term borrowings and current maturities of long-term debt	350.4	775.6
Total current liabilities	4,752.4	4,338.9
Long-term debt	4,491.7	4,496.5
Postemployment and other benefit liabilities	810.9	1,024.6
Deferred and noncurrent income taxes	581.5	578.5
Other noncurrent liabilities	1,150.2	1,291.1
Total liabilities	11,786.7	11,729.6
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (259,696,768 and 263,309,250 shares issued at December 31, 2021 and 2020, respectively)	259.7	263.3
Ordinary shares held in treasury, at cost (24,500,935 and 24,500,862 shares at December 31, 2021 and 2020, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,353.2	8,495.3
Accumulated other comprehensive income (loss)	(637.6)	(631.5)
Total Trane Technologies plc shareholders' equity	6,255.9	6,407.7
Noncontrolling interest	17.2	19.4
Total equity	6,273.1	6,427.1
Total liabilities and equity	$ 18,059.8	$ 18,156.7

See accompanying notes to Consolidated Financial Statements

2021 Annual Report F-6

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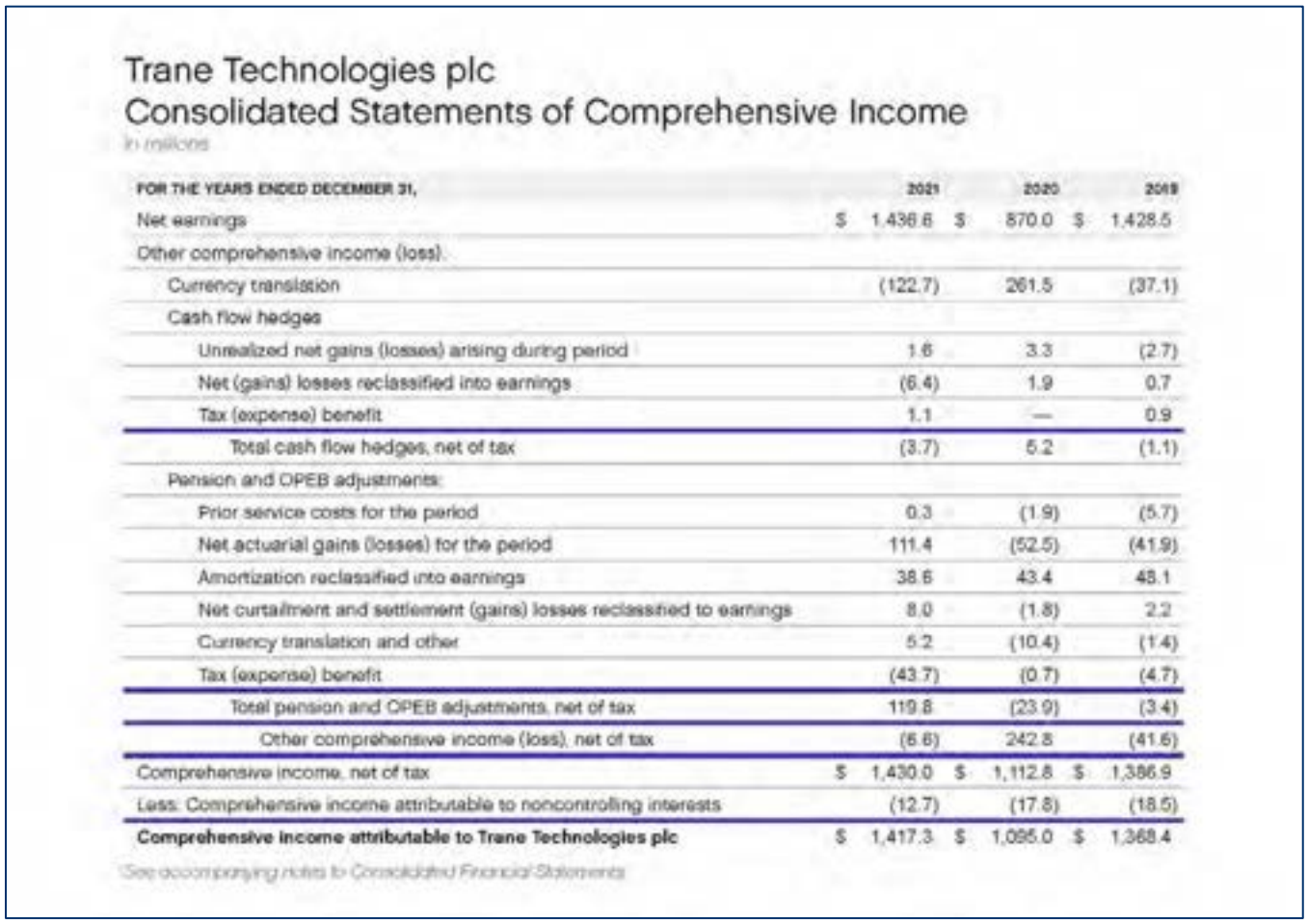
Income Statement from 2021 Annual Report



Trane Technologies plc
Consolidated Statements of Comprehensive Income
In millions

FOR THE YEARS ENDED DECEMBER 31,	2021	2020	2019
Net earnings	$ 1,436.6	$ 870.0	$ 1,428.5
Other comprehensive income (loss):			
Currency translation	(122.7)	261.5	(37.1)
Cash flow hedges			
Unrealized net gains (losses) arising during period	1.6	3.3	(2.7)
Net (gains) losses reclassified into earnings	(6.4)	1.9	0.7
Tax (expense) benefit	1.1	—	0.9
Total cash flow hedges, net of tax	(3.7)	5.2	(1.1)
Pension and OPEB adjustments:			
Prior service costs for the period	0.3	(1.9)	(5.7)
Net actuarial gains (losses) for the period	111.4	(52.5)	(41.9)
Amortization reclassified into earnings	38.6	43.4	48.1
Net curtailment and settlement (gains) losses reclassified to earnings	8.0	(1.8)	2.2
Currency translation and other	5.2	(10.4)	(1.4)
Tax (expense) benefit	(43.7)	(0.7)	(4.7)
Total pension and OPEB adjustments, net of tax	119.8	(23.9)	(3.4)
Other comprehensive income (loss), net of tax	(6.6)	242.8	(41.6)
Comprehensive income, net of tax	$ 1,430.0	$ 1,112.8	$ 1,386.9
Less: Comprehensive income attributable to noncontrolling interests	(12.7)	(17.8)	(18.5)
Comprehensive income attributable to Trane Technologies plc	$ 1,417.3	$ 1,095.0	$ 1,368.4

See accompanying notes to Consolidated Financial Statements

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Balance Sheet from 2020 Annual Report

Trane Technologies plc
Consolidated Balance Sheets

In millions, except share amounts

DECEMBER 31,	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,289.9	$ 1,278.6
Accounts and notes receivable, net	2,202.1	2,184.6
Inventories	1,189.2	1,278.6
Other current assets	224.4	344.8
Assets held for sale	—	4,207.2
Total current assets	6,905.6	9,293.8
Property, plant and equipment, net	1,349.5	1,352.0
Goodwill	5,342.8	5,125.7
Intangible assets, net	3,286.4	3,323.6
Other noncurrent assets	1,272.4	1,397.2
Total assets	$ 18,156.7	$ 20,492.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,520.2	$ 1,381.3
Accrued compensation and benefits	451.1	442.4
Accrued expenses and other current liabilities	1,592.0	1,564.2
Short-term borrowings and current maturities of long-term debt	775.6	650.3
Liabilities held-for-sale	—	1,200.4
Total current liabilities	4,338.9	5,238.6
Long-term debt	4,496.5	4,922.9
Postemployment and other benefit liabilities	1,024.6	1,048.2
Deferred and noncurrent income taxes	578.5	572.0
Other noncurrent liabilities	1,291.1	1,398.2
Total liabilities	11,729.6	13,179.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (263,309,260 and 262,804,939 shares issued at December 31, 2020 and 2019, respectively)	263.3	262.8
Ordinary shares held in treasury, at cost (24,500,862 and 24,499,897 shares at December 31, 2020 and 2019, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,495.3	9,730.8
Accumulated other comprehensive (loss)	(631.5)	(1,006.6)
Total Trane Technologies plc shareholders' equity	6,407.7	7,267.6
Noncontrolling interest	19.4	44.8
Total equity	6,427.1	7,312.4
Total liabilities and equity	$ 18,156.7	$ 20,492.3

See accompanying notes to Consolidated Financial Statements

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Income Statement from 2020 Annual Report

Trane Technologies plc
Consolidated Statements of Comprehensive Income

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net revenues	$ 12,454.7	$ 13,075.9	$ 12,343.8
Cost of goods sold	(8,651.3)	(9,085.6)	(8,582.6)
Selling and administrative expenses	(2,270.6)	(2,320.3)	(2,249.2)
Operating income	1,532.8	1,670.1	1,512.1
Interest expense	(246.7)	(242.8)	(221.0)
Other income/(expense), net	4.1	(28.4)	(33.3)
Earnings before income taxes	1,288.2	1,398.9	1,257.8
Benefit (provision) for income taxes	(296.8)	(238.6)	(234.9)
Earnings from continuing operations	991.4	1,160.3	1,022.9
Discontinued operations, net of tax	(121.4)	268.2	334.6
Net earnings	870.0	1,428.5	1,357.5
Less: Net earnings from continuing operations attributable to noncontrolling interests	(14.2)	(15.2)	(15.1)
Less: Net earnings from discontinuing operations attributable to noncontrolling interests	(0.9)	(2.4)	(4.8)
Net earnings attributable to Trane Technologies plc	$ 854.9	$ 1,410.9	$ 1,337.6
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	$ 977.2	$ 1,145.1	$ 1,007.8
Discontinued operations	(122.3)	265.8	329.8
Net earnings	$ 854.9	$ 1,410.9	$ 1,337.6
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	$ 4.07	$ 4.74	$ 4.08
Discontinued operations	(0.51)	1.10	1.33
Net earnings	$ 3.56	$ 5.84	$ 5.41
Diluted:			
Continuing operations	$ 4.02	$ 4.69	$ 4.03
Discontinued operations	(0.50)	1.08	1.32
Net earnings	$ 3.52	$ 5.77	$ 5.35

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Trane Technologies plc
Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net earnings	$ 870.0	$ 1,428.5	$ 1,357.5
Other comprehensive income (loss):			
Currency translation	261.5	(37.1)	(230.6)
Cash flow hedges			
Unrealized net gains (losses) arising during period	3.3	(2.7)	1.2
Net gains (losses) reclassified into earnings	1.9	0.7	0.9
Tax (expense) benefit	—	0.9	(0.1)
Total cash flow hedges, net of tax	5.2	(1.1)	2.0
Pension and OPEB adjustments:			
Prior service costs for the period	(1.9)	(5.7)	(16.0)
Net actuarial gains (losses) for the period	(52.5)	(41.9)	12.8
Amortization reclassified into earnings	43.4	48.1	50.7
Settlements/curtailments reclassified to earnings	(1.8)	2.2	2.5
Currency translation and other	(10.4)	(1.4)	7.5
Tax (expense) benefit	(0.7)	(4.7)	(17.2)
Total pension and OPEB adjustments, net of tax	(23.9)	(3.4)	40.3
Other comprehensive income (loss), net of tax	242.8	(41.6)	(188.3)
Comprehensive income, net of tax	$ 1,112.8	$ 1,386.9	$ 1,169.2
Less: Comprehensive income attributable to noncontrolling interests	(17.8)	(18.5)	(16.9)
Comprehensive income attributable to Trane Technologies plc	$ 1,095.0	$ 1,368.4	$ 1,152.3

See accompanying notes to Consolidated Financial Statements

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3. Business License

3. Business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.

Trane is licensed to do business in Wisconsin and **all other states in the United States**.

Wisconsin HVAC Contractor Registration



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Wisconsin Contractor Re-Certification



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2022

Trane U.S., Inc.
Attn: Tyler Schmitz
5302 Voges Rd.
Madison, WI 53718

Dear Tyler:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Trane U.S., Inc. is re-certified to bid in the following divisions of work up to the following thresholds:

Division of Work	Bid Threshold (Per Project)
General	$20,000,000
Mechanical	$20,000,000
Other:	
Equipment Supplier	$4,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of $300,000 or less).

When submitting your bids, please use your company name (Trane U.S., Inc.) as certified. Please do not submit bids outside of your certified divisions of work and/or over your certified bid amount thresholds (per project) as these bids will be rejected. Your new certification is valid until March 28, 2024. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development

Wisconsin Department of Administration

Facilities Development, PO Box 7866, Madison, WI 53707-7866
Phone: (608) 266-2731 | DOA.WI.GOV

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4. Proof of Insurance

4. Proof of insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com
INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States	INSURER(S) AFFORDING COVERAGE — NAIC # COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA — 19445 COMPANY B: Travelers Indemnity Co of America — 25666 COMPANY C: Travelers Property Casualty Co of Amer — 25674

COVERAGES CERTIFICATE NUMBER: 615940 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$7,500,000.00 $1,000,000.00 $10,000.00 $7,500,000.00 $7,500,000.00 $7,500,000.00
A A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY PHYSICAL DAMAGE (INT. F SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$5,000,000.00
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-6M354134A-21-51-K (AOS) UB-6L048099-21-51-D (MN) UB-6M370366-21-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021 4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022 4/17/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$3,000,000.00 $3,000,000.00 $3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance . ., United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Requested By:Trane Technologies Corporate Risk Management

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Job Description: For Purposes of RFP Submission and General Evidence of Insurance

For questions regarding this certificate of insurance contact: Trane Technologies Corporate Risk Management Email: rhonda.darbouze@tranetechnologies.com Phone: 732-652-6778

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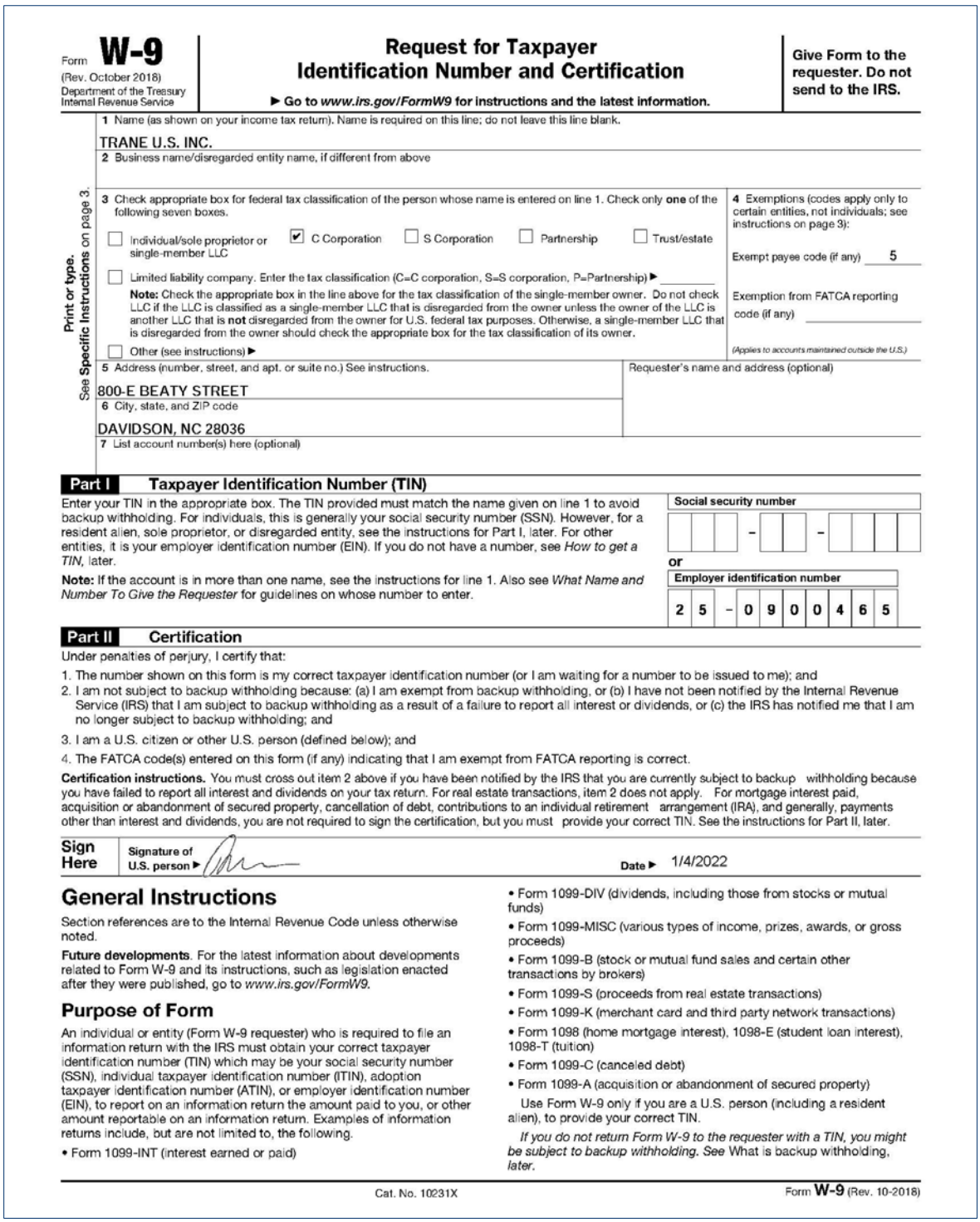
5. Bonding Capacity

5. Bonding capacity and capability of securing high dollar Performance Bonds.

Trane can consider single projects up to $100 million within an aggregate limit of $300 million.

6. W-9

6. Completed and signed W-9 Request for Taxpayer Identification Number and Certification form.



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code
DAVIDSON, NC 28036

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 5 - 0 9 0 0 4 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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7. Background Information

7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.

Trane U.S. Inc. (Trane) is a wholly owned subsidiary of Trane Technologies (NYSE: TT) and was incorporated in 1929. Trane is a global climate innovator with over $14 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability. These prominent brands include Trane, Thermo King, and a host of other category-leading brands.



Trane first received NAESCO Accreditation in 2004 and is one of only 13 NAESCO Accredited Energy Service Providers. The ESP designation is defined as: "The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

In addition, Trane has been a qualified DOE ESCO since 1999 and has managed energy services performance contracting programs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. Additional awards/recognitions include:

- 2022, Fortune magazine World's Most Admired Companies — 10th consecutive year
- 2022, Lifestory Research "America's Most Trusted® HVAC Brand"—8th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2021, Top Supplier Diversity Programs, U.S. Veterans Magazine's (USVM) annual Best of the Best list
- 2020, Top Veteran-friendly Company, U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year



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- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- 2019, Business Intelligence Group (BIG), Green Company of the Year, Manufacturing and Technology category
- 2019, Urban Green Council (UBC), Partner of the Year
- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester's Honor Awards "ENABLE Off-Grid Mobile Solar PV & LED Lighting Project", U.S. Forest Service ENABLE ESPC

Trane's Strengths

30 years of experience on a national cooperative

100+ years in business

Hold **#1 or #2 market positions** in all our business lines globally as a corporation

Experienced sales force, 12 Regions / **124 offices** across the U.S. able to do business in **all 50 states**

700+ LEED APs, **182** Professional Engineers, and **240** Certified Energy Managers

Active in ASHRAE, BOMA, USGBC. **Trane engineer is current president of ASHRAE**.

Nationally Accredited Energy Service Provider (**ESP**) with NAESCO for 18 years

Leader in industry training - proven through **NC3 Sponsorship** (National Coalition of Certification Centers)

Product Innovation: chiller design, applications company, IAQ company, thermal energy - comprehensive

Trane Vision: A World of Sustainable progress and enduring results

Trane Purpose: We advance the quality of life by creating comfortable, sustainable, and efficient environments

Customer for Life Mentality

Dedicated Commitment to **Safety** – Experience Modification Rate of 0.61

Commitment to **Sustainability** – Center for Energy Efficiency & Sustainability (CEES)

Energy Services & Controls concentrated offerings

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Size of Firm

Trane has over 34,000 employees worldwide. In the United States, Trane employs over 11,000 salaried employees and 13,500 hourly employees.

Legal Status

Trane is a corporation.

Lines of Business

Trane has a 100+ year history as a trusted provider of superior HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. We have a global network of offices and service/parts locations to support energy conservation projects. Our local service organization will provide 24/7 technical support and access to a robust national supply chain. This community-based approach will help keep your operations running smoothly and provide rapid response in case of emergency. Our lines of business are provided under **Lines of Business: Trane Services** and **Lines of Business: Trane Building Systems and Technologies.**

Management and Technical Expertise

LOCAL PROJECT MANAGEMENT APPROACH

Trane's projects are managed locally. Each Trane office has the qualifications and hands-on relevant experience to deliver across all project phases. Trane offers vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities ECMs at the project site in accordance with the design, costs, schedule, safety protocols, and QC processes. The PM leads and manages the installation team, including subcontractors, and is responsible for the Project Schedule. The following corporate management/technical resource pool is available to support the local delivery team:



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After the project is constructed, Trane's local service and maintenance team ensures optimum operations. Through the innovative use of data trending and analytics, Trane can provide opportunities for continuous system improvement optimization**. Most companies do not directly employ HVAC or Controls Service Personnel**. When a customer needs service, a locally based service company will respond on their behalf. Trane's truck-based service personnel promptly respond to any request. These service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30 years of HVAC industry experience. Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.

Trane's local project delivery model offers the following advantages:

- **A local service organization to provide 24/7 technical support and a robust national supply chain.** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.
- **Intelligent Services/BAS technicians** to analyze building data and provide scheduled and on-call local service support. This will contribute to uptime for ongoing operations and provide rapid response in case of emergency.
- **Established relationships** with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Our network includes a pool of pre-qualified sub-contractors to perform work such as electrical, piping, rigging, etc.
- **Expertise to perform system upgrades and replacements**, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane's local offices have dedicated professionals in each of the following areas:
    - **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
    - **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
    - **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
    - **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
    - **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
    - **Training:** Fully equipped training facilities for seminars and training on industry issues Awards

SAFETY APPROACH

Safety Planning is woven into Trane's Construction/Installation Approach. See Section: "Trane's Safety Policy" for additional information.

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MITIGATING DISRUPTIONS TO DAILY OPERATIONS

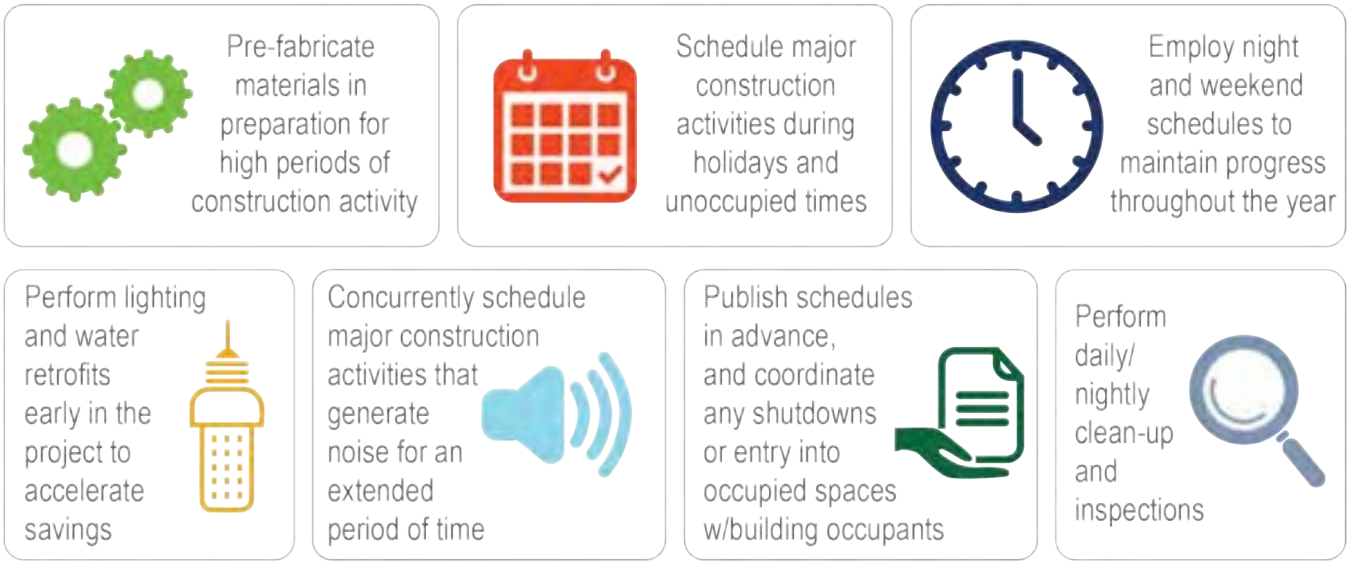
Virtually all our projects feature construction activities across multiple buildings and work in occupied spaces. Our local teams are experienced in scheduling work activities and implementing projects in a way that minimizes disruption to daily operations. We work with our customers to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Trane will schedule installations in occupied areas – such as lighting and water conservation upgrades – during low-occupancy times and create/publish work schedules with estimated completion times in advance. We will also develop a detailed facility phasing plan for customer review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that will be completed, and acceptable shutdown times for each occupied space.

Trane will coordinate with facility leadership and create signage that notifies occupants of upcoming work and shutdowns. Trane will actively manage all aspects of construction and will provide site supervision to manage crews and immediately respond to any occupant issues or questions. Trane will hold meetings with the facility occupants to keep the Trane team informed of the access and scheduling requirements for the proposed efficiency measures which impact implementation cost estimates and phasing plans.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team's review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:



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Financial Position

Trane Technologies is a $14B public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

The Income Statement and Balance Sheet from our most recent annual report is included in Section D.2. of this response. Trane's entire annual report can be viewed at the following web address along with all other financial documents: https://investors.tranetechnologies.com/financial-information/financial-summary/default.aspx. A letter from J.P. Morgan summarizing their experience with Trane is provided below.



Jeffrey Stern
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J.P.Morgan

January 21, 2022

Ladies and Gentlemen:

At the request of Trane Technologies (the "Company"), the parent company of Trane US, Inc., we are forwarding a resume of our banking experience when dealing with the Company.

JPMorgan Chase Bank, N.A. and our related affiliates, have had a significant banking relationship with the Company dating back several decades. Currently we accommodate the Company with credit facilities which include a low 10 figure unsecured revolving credit facility. Trane US, Inc. has also maintained a U.S. $ checking account with the J.P. Morgan Chase Bank, N.A. in New York for over 10 years. Our dealings over the years with the Company have always been handled in a very satisfactory manner.

JPMorgan Chase Bank, N.A. considers the Company to be a valued client and the organization is highly regarded by us.

We are furnishing this letter and the information contained herein to you as an accommodation to the Company and on the condition that this letter and the information contained herein is treated as confidential, that it is not intended to be, and does not constitute, representations regarding the general condition of the Company, its management or its future ability to meet its obligations, that neither we nor any of our officers, employees and agents shall have any liability or responsibility in connection herewith.

Best regards,

Executive Director

THE INFORMATION IN THIS LETTER IS PROVIDED AT THE REQUEST OF TRANE TECHNOLOGIES. THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION THEREWITH ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL, THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HEREWITH SHALL ATTACH TO JPMORGAN CHASE BANK, N.A., ANY OF ITS SUBSIDIARIES AND/OR AFFILIATES, OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT, OR ITS FUTURE ABILITY TO MEET ITS OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PERSONS ARE INFORMED THAT THIS RESPONSE IS A STRICTLY CONFIDENTIAL RESPONSE TO A REQUEST AND MAY BE INCOMPLETE. ANY STATEMENT ON THE PART OF JPMORGAN CHASE BANK, N.A., OR ANY OF ITS OFFICERS, AS TO THE RESPONSIBILITY OR STANDING OF ANY PERSON, FIRM OR CORPORATION, OR AS THE VALUE OF ANY SECURITIES, IS GIVEN AS A MERE MATTER OF OPINION FOR WHICH NO RESPONSIBILITY, IN ANY WAY, IS TO ATTACH JPMORGAN CHASE BANK, N.A. OR ANY OF ITS OFFICERS. FURTHERMORE, NO OFFER OR SOLICITATION ON OUR PART WITH RESPECT TO THE SALE OF PURCHASE OF SECURITIES IS INTENDED OR TO BE IMPLIED.

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Years in Business

Trane has been manufacturing world-class HVAC equipment for over 100 years.

Unique Approaches or Techniques Developed and Used by Firm

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company. Over the next hundred years, Trane established its position as a pioneer in climate control by patenting its first air conditioner in 1931 then launching the Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Today Trane is an HVAC OEM operating worldwide, providing products and services unmatched in the industry. Just a few of Trane's unique approaches include:

- Building automation systems providing continuous commissioning
- Design, and energy simulation software used by many of the world's top design firms
- Intelligent systems that can help provide predictive failure analysis
- P3 partnerships providing educational opportunities,
- Thermal storage systems allowing load shedding and off-peak utility optimization
- Innovative partnerships with VRF technology

Lines of Business: Trane Services

Trane Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

ENERGY & SUSTAINABILITY

- **Energy Conservation Measures** Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed almost $3.5 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**. We solve energy problems holistically with top digital and analytical tools, engineering expertise, and a full portfolio of products and services. ESPC projects allow building owners to pay for significant building upgrades that improve energy efficiency via future energy savings that are guaranteed by Trane, eliminating the need for a significant capital expense. In addition to our work in the Commercial/State & Local/K-12/Higher Education vertical markets, Trane has been a Trane® has been a qualified DOE ESCO since 1999 and has implemented Federal ESPCs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.
- **Energy Monitoring & Analysis** Trane uses intelligent tools to monitor, track, predict, and optimize building operations. We offer a complete energy management solution that delivers improved building performance and reduced operating costs. Trane's software-driven energy

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load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices. Trane Intelligent Services has four major components:



Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.



Energy Performance

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.



Active Monitoring

Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.



Energy Assessment

Trane's cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- **Active Energy Management** Trane develops and implements integrated Active Energy Management programs that can lower energy costs, build sustainability, and reduce dependence on the electrical grid.
    - Renewable Energy & Distributed Energy Resources Trane can develop distributed energy resources (DER) to improve sustainability and resilience. Our services include onsite installations and renewable energy purchasing strategies, including virtual power purchasing agreements (VPPA). Trane's dedicated Renewable and Resilient Energy and Power Systems Team can implement solar PV, solar hot water heating, rainwater harvesting, biomass heating plants, geothermal heat pumps, cogeneration biogas, water/wastewater, and smart grid technology.
- **Financing & Energy Services Contracting** Trane's Financing Group provides expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Trane experts help customers select the best tool for their goals. Trane experts also help customers increase their buying power as part of a purchasing cooperative or group. Trane is a member of the nation's leading cooperative and group purchasing organizations supporting public, non-profit, and health care organizations.

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OPERATE, MAINTAIN & REPAIR



- **Connectivity and Cloud Services** Trane provides secure and scalable solutions via Trane's building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based customer portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane's Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.
- **HVAC System Management** Trane develops warranty and maintenance programs that improve budget planning, save energy, and minimize downtime. Offerings include start-up services to ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.
- **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
- **Rental Solutions** Trane Rental Services provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their customers via a network of more than 360 locations throughout the United States and Canada.

DESIGN, UPGRADE & MODERNIZE



- **Upgrading Existing Equipment** Trane upgrades help HVAC systems operate more efficiently and environmentally friendly. Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
- **Building Systems Design and Upgrades** Trane maintains high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- Trane has expertise in Central Plant Design. Examples include:
    - Clemson University Central Energy Plant, Clemson, SC – Feasibility Study, Design, Construction

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- Georgia World Congress Center, Atlanta, GA – 30 MBTU of new condensing boilers and a new Central Energy Plant that includes new energy efficient chillers, boilers, and pumping systems.
- Hillsborough County Central Energy Plant, Tampa, FL – Design, Construction, Operation and Maintenance of a 3,900-ton central energy plant with 84 thermal ice storage tanks and extensive underground piping system connecting seven county buildings.
- Pinellas County Central Energy Plant, Clearwater, FL – Feasibility Study, Design, Construction, and Operations and Maintenance
- Pueblo County Courthouse, Pueblo, CO – EarthWise® Ice-Enhanced, Air-Cooled Chiller Plant
- Tampa Housing Authority and Bank of America Development, Tampa, FL – Encore Central Energy Plant

- Trane has experience working with municipal owners and their design consultants on Wastewater Treatment Plant Equipment and Maintenance projects. Examples include:
  - City of Bremerton, WA, Wastewater Treatment Plant
  - City of Lakota, WA, Wastewater Treatment Plant
  - City of Lynwood, WA, Wastewater Treatment Plant
  - City of Monroe, WA, Wastewater Treatment Plant
  - City of Santa Rosa, CA, Wastewater Treatment Plant
  - LOTT Cleanwater Alliance, Budd Inlet, Tacoma, WA, 335kW digester methane gas driven cogeneration systems and Treatment Plant
- **HVAC System Retrofits** Trane evaluates whether a retrofit or replacement will provide the better return on investment. Trane provides the service and support from conception to completion to select the ideal equipment and controls for buildings and can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Trane's IAQ Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. We can make recommendations on how to improve building air quality to meet the latest industry guidelines and implement the changes. Trane also provides ongoing IAQ monitoring. Trane's system improvements meet industry guidelines and reduce energy costs. Our solutions include:
  - Ultraviolent Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.



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- Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
- Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

Trane's recent K-12 IAQ experience includes:

- City of Des Peres, MO
- San Felipe Del Rio Consolidated Independent School District, TX
- Mason Public Schools, MI

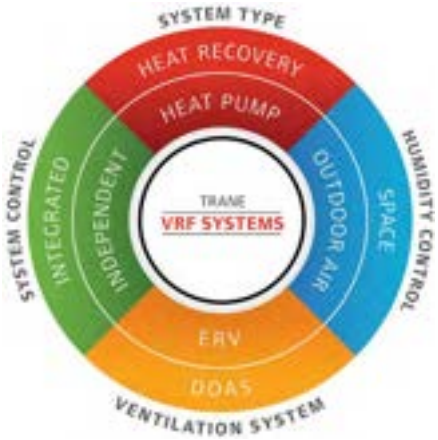
The following K-12 IAQ initiatives were completed under Trane's OMNIA agreement:

- Normandy School District, MO
- Muhlenberg County Schools, KY
- Danville Independent Schools, KY
- Webster County Schools, KY

Lines of Business: Trane Building Systems and Technologies

VARIABLE REFRIGERANT FLOW (VRF) AND DUCTLESS SYSTEMS

Variable Refrigerant Flow (VRF) technology is taking the HVAC industry by storm. VRF technology is a popular choice for a variety of building sizes and uses by offering higher energy efficiency, smaller footprints, and greater flexibility. Additionally, VRF heat pumps and heat-recovery systems are popular strategic electrification solutions as part of the greater drive towards the decarbonization of HVAC systems.



Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality, or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

- **N-Generation CITY MULTI® VRF** Trane® / Mitsubishi Electric VRF products include a variety of outdoor units, indoor units, ventilation solutions, controls, and more to design a complete VRF system for any building.
- **Trane®/ Mitsubishi Electric P Series** Ductless, boundless, and full of Potential, the P Series systems are highly efficient and the right solution for your light commercial applications. Outdoor cooling units. Indoor units. Ductless controls.

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- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.
- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.

CHILLERS — LEGENDARY RELIABILITY, QUIET SOUND, AMAZING ENERGY EFFICIENCY.

- **Comprehensive Chilled Water Systems** Trane's comprehensive chilled-water systems employ best practices in chiller plant design that align with current industry guidance for achieving high performance cooling, heating, and ventilation, all while reducing first cost.
- **Comprehensive Chiller-Heater Systems** Trane Comprehensive Chiller-Heater systems — featuring electric heat pumps — provide cost-effective, energy-efficient, reliable cooling and heating, while reducing carbon emissions. Ideal for larger buildings, especially those with a central plant, these pre-engineered system solutions make electrified HVAC systems easier to specify and implement.
- **Intelligent Variable Air Systems** Our Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Water-Cooled Chillers** We have optimized our fleet of water-cooled chillers to help customers maximize efficiency, benefit the environment, and reduce operating expenses. With HVAC costs making up 40% of commercial building energy consumption, the right chiller represents an incredible opportunity to reduce the energy intensity.
- **Air Cooled Chillers** High efficiency and low noise are the hallmarks of all Trane's air-cooled chillers. Our robust portfolio features a wide operating map, so you can find the just-right solution for your building. We offer an array of tonnage sizes, efficiencies, and performance features to meet your requirements. Whether you need a classic chiller with dependable performance or an environmentally conscious chiller with next generation refrigerant, there's a Trane model for every customer.
- **Modular Chillers** MiniMod™, SuperMod™, PolyTherm™ and Manhattan™ Gen II chillers represent the line-up of Trane's modular chillers. Trane is committed to manufacturing products that are highly efficient, reliable, serviceable and cost effective. Our proven performance is backed by careful engineering.
- **Cold Generator Scroll Chillers** The Cold Generator Scroll Chillers are a family of traditional capacity and compact expandable capacity Scroll chillers suitable for a range of comfort and process cooling applications. Concise footprints and doorway friendly design make them an ideal solution for new construction, retrofit and replacement applications

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TRANE® PACKAGED UNITS AND SPLIT SYSTEMS

Whether for a large data center, a complex commercial concern or a small business, Trane offers sustainable options to deliver customized comfort and efficiency.

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Intelligent Variable Air Systems** Trane Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Zoned Rooftop Systems** Ideal for small buildings, Trane® Zoned Rooftop Systems provide cost-effective options to increase comfort and energy efficiency, while simplifying operation and maintenance. These packaged systems make advanced functionality affordable and easy for non-technical users to operate.
- **Rooftop Units** Small to Large Commercial Rooftop Units: 2 - 162 Tons. Our broad portfolio of solutions can meet any building's footprint requirements and are easy to install and maintain.
- **Split Systems** Trane offers the broadest selection of split system components. Design the system you need for a corner retail shop, light commercial application, office building, hotel, school and more. Choose from gas furnace and indoor coil options for smaller buildings to a full line of air handler units and compressors with capacities from 6 - 120 tons.
- **Self-Contained Systems** For new construction or retrofit, Trane self-contained HVAC systems are a great fit. Some projects can make installation of HVAC systems tricky. With a complete line of self-contained HVAC systems from 20 - 110 tons of capacity, Trane can satisfy any new construction or retrofit application with reliable, energy efficiency comfort.
- **Water Source Heat Pumps** Fully compatible with geothermal technology, Axiom™ water source heat pumps from Trane offer higher efficiencies — up to 40 EER on select configurations — than other conventional heat-pump technologies, along with precise space heating and cooling capabilities for superior comfort. Available eFlex variable-speed control minimizes on/off system cycling, temperature swings, noise, and energy use. Axiom™ durability, performance and efficiency means exceptionally low life-cycle costs to boot. Building owners can also take advantage of a 10% federal tax credit on qualifying installation costs if geothermal system placed in service before Jan. 1, 2022.
- **Dedicated Outdoor Air Solutions** Trane® dedicated outdoor air systems condition 100 percent outdoor air — improving indoor air quality, controlling relative humidity, and reducing the load on other HVAC equipment in a building.

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AIR HANDLERS, TERMINAL DEVICES, VAV AND FAN COILS

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Terminal Devices** The Trane® portfolio of fan coil, unit ventilator and blower coil solutions are designed to make installations faster and easier, and to maximize HVAC system performance. Using advanced technology, these systems reliably and efficiently deliver the comfort your building occupants need. We are the only manufacturer that offers factory-commissioned, single-zone VAV systems integrated with Tracer® UC400 controllers, delivering up to 66 percent higher efficiency, temperature stability, quiet operation, and dehumidification advantages for varying-occupancy spaces. Trane fan coil, unit ventilator and blower coil solutions deliver efficiency and comfort to a wide variety of buildings, applications, and people — quietly and dependably — day after day, year after year.
- **Sensible-Cooling (DOAS) Terminal Units** These terminal units reduce energy use and operating costs with Electronically Commutated Motor (ECM) and modulating airflow control algorithms. Trane sensible-cooling terminal units are constructed with a 10.5 inches casing height and are an excellent choice when plenum spaces are tight.
- **Variable-Air-Volume Units** VariTrane™ variable-air-volume units (VAV) are among the industry leaders in quality and reliability and are designed to meet the specific needs of today's applications. This generation of VariTrane units builds upon Trane's history of quality and reliability and expands the products into one of the most complete variable-air-volume units offering in the industry. Our units feature rugged variable-air-volume units construction, are available in several different profiles to suit the space available, and all utilize digital controls for energy-efficiency and to facilitate interface with building management systems.
- **Performance Climate Changer® Air Handlers** Trane® Performance Climate Changer® air handlers can help HVAC systems achieve higher energy efficiency and indoor air quality while reducing maintenance requirements – adding life to buildings and improving the lives of people within them. From the most straightforward needs to wide-ranging demands for air cleaning, dehumidification and energy savings, there's a Trane Performance Climate Changer® air handling unit to deliver everything your project requires.
- **Air Handler Technologies** Trane continually invests in air handler research and development of new products to adapt the changing needs of today's HVAC market. Our focus on whole systems has led to the design of many custom options that can be incorporated into standard cataloged air handler, providing a more cost-effective solution than a completely custom-built unit. These custom-engineered air handler solutions are offered as offered as factory-packaged specials that deliver Trane quality, enable simplified on-site installation, and provide proven, tested performance. The air handler solutions address such issues as humidity control, energy recovery, special acoustical needs, air filtration and the use of optional fuel sources.

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- **Unit Heaters** The Trane electric architectural forced-air wall unit heaters combine quiet, reliable heating with an attractive cabinet design. Their ease of installation, rugged construction and architectural styling particularly suits them for space heating applications in commercial, industrial, and institutional applications. These unit heaters range from smaller room-sized electric heaters to large indoor and outdoor duct furnaces.

VARIABLE FREQUENCY DRIVES (VFD)

Trane TR200 Series drives play an important role in a system to reduce energy usage, extend motor life, optimize AC motor speed control, maximize occupant comfort, and reduce costs.

- **TR200 Series Variable Frequency Drives** Trane TR200 Series drives' support of open standard protocols make them compatible with virtually all HVAC equipment and building automation systems. They can also be ordered specifically for a project and easily installed on-site for new and retrofit applications. With a complete range available from 1½ to 1350 HP, the features and flexibility of TR200 Series drives make them ideal for stand-alone control of cooling towers, exhaust fans, pumps, and a variety of air handlers.

ENERGY STORAGE

- **Thermal Battery Systems** Trane Thermal Battery™ systems are premier HVAC plants that provide a distributed resource for our changing grid. Their ability to store thermal energy enables your building to reliably modify HVAC operations to optimize for carbon reduction or energy cost savings.
- **Thermal Energy Storage Solutions** Leveraging Trane energy storage technologies can help improve how power supply is managed, creating a more resilient energy system by increasing your building's energy agility for greater sustainability and profitability, while reducing grid dependency. Trane offers a number of energy storage solutions to help our customers meet their objectives. Solutions include thermal energy storage (ice or chilled water storage), batteries, and industrial process and flow management solutions.

PRECISION COOLING

Precision cooling is essential for mission critical applications such as data centers and indoor agriculture. With industry-leading expertise and a wide array of solutions and services, Trane — a holistic provider — can help customers ensure mission critical facilities are highly reliable, efficient, and sustainable. Trane's application engineering expertise and systems approach allows for efficient, flexible, and scalable integrated designs, meeting specific customer needs that ensure uptime and performance.

- **Precision Temperature and Humidity Control** Trane delivers a broad range of cooling capacities for mission critical applications, from a small technology room to the largest data centers –all supported by the local services organization with global footprint wherever and whenever you need it.

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Trane Building Management and Automation

At the base of every system, we provide an integrated and secure solution that meets the needs of your project or building, with the ability to optimize your HVAC equipment, lighting and more. Take back control of your building and achieve the operational excellence you and your customers are seeking.

- **Solutions for Large Buildings and Campuses** Design and manage smarter buildings. Our Tracer® Ensemble® technology provides the ultimate user experience by combining custom reporting and dashboards to view and optimize assets. Easily access alarms, setpoints, and schedules from virtually anywhere through a secure remote access. Additionally, with Ensemble you have access to Tenant Services™ and Work Order Management to maximize your occupants' comfort while minimizing stressful procedures. Tracer® SC+ with its easy-to-use Synchrony® Interface is a powerful building automation system for your facility that will integrate systems to simplify command and give you better control over comfort and energy efficiency. Lighting Solutions: control over half of your building's energy use by integrating your lighting system with one simple-to-use interface. With Air-Fi® Wireless, you can create the reliable, flexible system you want without the wires. It also allows for easy Building Automation System infrastructure updates by allowing a phased approach based on your timeline.
- **Small Building Solutions** Our Pivot® Smart Thermostat System allows you to maintain an ideal environment that works for you with an easy-to-use interface. Smart thermostat features enable you to easily manage comfort as a natural part of your day. Does your business have multiple buildings or locations? Pivot provides the ability to control multiple buildings, so your occupants can thrive in every location. Pivot® Smart Thermostat system now integrates with Tracer® Ensemble® Cloud! This new integration brings the capabilities of an enterprise management system to include buildings that are only thermostat-controlled equipment.
- **Air-Fi® Wireless Communications** A communicating and sensing technology that allows the different parts of a building system, from your HVAC and building controllers, to communicate wirelessly. Cut the wires — and get comfortable with Trane® Air-Fi® wireless.
- **Lighting Solutions** Trane has a dedicated lighting group that provides a holistic approach to procure, design, and implement lighting solutions that maximize energy conservation and save money. HVAC and lighting are two of the biggest energy users in commercial and industrial buildings. Together they consume approximately 52% of a typical building's energy use. HVAC and lighting also have many similarities in their relationship to building occupancy and use, so it makes sense to manage them holistically to maximize energy conservation. Trane's team has overseen the installation of more than $150 million annually in lighting solutions for a wide range of clients. This massive volume of lighting projects affords Trane the ability to purchase Tier 1 lighting products cost



Trane uses strictly **Tier 1** quality lighting products. Only seven of the hundreds of thousands of lighting manufacturers in the world are considered **Tier 1.**

Most of these products are made in the US, Canada, and Mexico.

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effectively. We can integrate lighting to HVAC systems via your Building Automation System (BAS).

- **Controls Solutions for Light Commercial Contractors** Bringing innovative technology and solutions to your customers is more important than ever. Achieve new levels of productivity, energy efficiency, reliability, and preparedness by partnering with Trane.

Trane Design and Analysis Software Tools

- **Design Tools** TRACE® 3D Plus Load Design, Trane® Design Assist™, VariTrane Duct Designer, Pipe Designer are among some of the applications in this portfolio.
- **Analysis Tools** Among 3 applications in this category, TRACE® 3D Plus is our next generation building design and analysis software program that delivers faster, more accurate results through a seamless workflow that closely aligns with today's building process. The latest HVAC systems and controls can be modeled quickly, precisely and with the intricacies of today's many building applications. TRACE 3D Plus is built on the U.S. Department of Energy's EnergyPlus engine and enhanced with Trane's industry leading expertise to help designers validate and interpret projects with confidence and clarity. All of these new features plus a more robust support experience to get you up and running quickly.
- **Selection Tools** Trane's product selection program formerly known as TOPSS™, is now Trane® Select Assist™. Users can now access this flexible and powerful tool on their PC, tablet, or smartphone. Our selection program guides users through the process of configuring Trane equipment to meet or exceed the project specifications.
- **Complimentary Calculators and Charts** Trane software range features a variety of free tools that make your design and analysis tasks easier. These calculators include software to calculate your potential LEED compliance.

Additional Information Advantageous to Racine County

CREATIVE FUNDING

Power Purchasing Agreements

A Power Purchasing Agreement (PPA) is typically used for renewable technologies or energy-generating infrastructure. This structure is generally considered off-balance sheet and is not debt for the end user. In this structure, Trane would install the renewable, micro-grid, or energy-generating assets and create a long-term contract with the public agency to purchase the power generated by the infrastructure installed. The capital to fund this project is provided by Trane directly or through a third-party financier or owner. The asset would then be offered to the public agency at the end of the contract term in form of a purchase option (fair market value).

This structure is advantageous because it allows the third-party owner of the asset to take advantage of depreciation and tax credits (in the case of renewables). This can significantly lower the total operating cost of the infrastructure, which makes your operating contract less costly. This financing structure is beneficial for public agencies looking to lock in a low and consistent utility rate in exchange for hosting

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energy generating assets, supports the public agencies sustainability initiatives, and is owned by a third party.

Energy Services Agreement

An energy services agreement (ESA) is an alternative that has the opportunity to be considered as credit-neutral structure from an accounting point of view. Under an ESA, a customer agrees to make contingent payments based on the energy savings or other contractual allowances realized, rather than a fixed debt-service payment. In this way, the customer is assured that the payment it makes is always less than or equal to the corresponding reduction in operating cost. As a result, there is a neutral or positive impact on your cash flow. Using an ESA assures that there is a direct relationship between the payment and the verified energy savings realized:

- This model leverages third-party ownership of an asset to be eligible for federal and state tax benefits that would not be traditionally available to the public sector
- Structured as a service contract to relieve capital budget burden
- Zero capital outlay
- Zero balance sheet impact
- Payable from operating funds
- Preserves capital and borrowing

Energy-as-a-Service (EaaS)

Similar to an ESA structure, under Energy as a Service (EaaS) model, the project assets are owned by a third party. Trane takes on the performance risk, and the customer pays for the services provided by the project. EaaS is a fee for service model designed for customers to pay per unit of energy they consume subject to the availability of the installed equipment. Much like electricity generated from a solar PPA, efficiency savings from installed equipment such as chillers, boilers, lighting, etc. can be structured much like a Power Purchase Agreement ("PPA").

The structure is outcome based with the customer receiving agreed upon key performance indicators (KPIs) and savings as applicable, and/or any combination thereof. The customer payments will be reflective of the project performance. Working with the Trane, the SPE sets a certain level of performance. If the performance isn't realized, the Trane will make up any shortfall. At the expiration of the contract, the customer will have the option of extending the contract term, paying the fair market value for the project assets, or returning the project assets to the SPE owner. The abandon in place option is at the discretion of the SPE owner. All these options will be negotiated between the parties.

Public-Private Partnerships (P3)

Under a public-private partnership (P3) model, the customer can assign to Trane or a third-party certain risks that are normally borne by the public owner under a traditional arrangement like a design-build contract. These risks include the design, construction, and maintenance of the project.

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This financing arrangement allows the customer to assign construction, performance, and maintenance risks components to a third party, while minimizing financial impacts. This can provide you with an expected and secured annual operating cost over the term of the contract. It will also spell out the end-of-term customer options.

In this public-private partnership, the delivery model requires an agreement between a public owner and a private sector partner for the design, construction, funding, and operations and maintenance of the assets by the private sector partner over an agreed upon amount of time. A P3 normally uses a performance-based methodology for the technical requirements and specifications. This allows the customer an opportunity to leverage Trane's experience and expertise to guarantee a defined level of performance of an asset throughout the life of the agreement. Financing can be a combination of equity and debt.

Under this P3 arrangement, the operations, maintenance, removal, and performance risks are wholly shifted to Trane in order to supply the credit support required by private sector equity providers. Trane can assume complete O&M responsibility with a corresponding assignment of risk, or we can offer operations management supervision –with O&M provided by your workforce with less risk transfer.

ANTICIPATION DISCOUNT PROGRAM

The Trane Anticipation Discount Program can give you the opportunity to add value to your HVAC Supplies by reducing the cost of purchase by making payment prior to shipment. With this program you can reduce your costs while financing the project at an attractive rate, gain immediate order approval and enhance your credit standing.

The Trane Anticipation Discount Program can be customized for each project you are planning, using any Trane HVAC supplies, allowing for variable payment amounts in addition to variable payment dates.

The amount of your final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and sipping dates.

OPPORTUNITIES FOR K-12 ENERGY EDUCATION

As a leading global provider of indoor comfort systems and services, Trane feels a responsibility to educate students on the importance and benefits of energy efficiency. Trane has several educational opportunities for school administrators:

The BTU Crew™

Trane's **BTU Crew** is an educational program that teaches kids easy ways to save energy. The program promotes STEM careers by showing students how much fun science and energy can be. When you invest in your school's infrastructure, you invest in your students' futures as well. We can help you create a better learning environment where the school becomes a living, hands-on learning lab and provides relevant program curriculum to round out your student education with practical skills for when they graduate.



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Trane provides this feature for one building at no cost. Trane's educational emphasis:

- Teaches students of all levels the basics of energy
- Creates passion for a future career in science, technology, engineering, and math (STEM)
- Engages students in decisions impacting their school's energy use
- Builds real-life skills in technical education with industry-recognized certifications

Promotes an Early Interest in Energy and STEM

Studies show that kids can develop life-long preferences at an early age. By the fourth grade, one-third of boys and girls have lost an interest in science. By eighth grade, almost half have lost interest or deemed it irrelevant to their education or future plans.

That's why Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

- Interactive and engaging
- Customizable and adaptable
- Available in Grade 4+ and Grade 8+ versions

Provides Hands-On Learning Through Digital Solutions

Easy-to-use interactive digital tools give students an engaging, visual way to learn the concepts of energy efficiency and sustainability by understanding the energy use in their own school. Students can design the dashboard metrics and track results toward energy and carbon footprint goals, giving them a deep understanding of the dynamics of energy – while advancing their analytical and problem-solving skills.

Students Gain Knowledge on Energy and Learn How to Make a Difference

Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to act.

- **Energy 101:** Students learn about energy, energy transformations and energy usage.
- **I Spy…Energy Efficiency:** Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.
- **Careers:** Students learn what different types of engineers do, specifically concerning energy usage.
- **Energy Audit:** Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.
- **What's Our Energy Score:** Students analyze the results of the energy audit.
- **Expand the BTU Crew™:** Students act by presenting findings or writing a letter to a local legislator.

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NC3 – The National Coalition of Certification Centers

Trane is a proud sponsor of **NC3**, a national network of educational institutions working with industry, trade, and professional organizations to develop and implement industry driven, portable certifications. Trane's NC3 initiatives focus on technical education and workforce development in the HVAC and energy efficiency sectors. NC3 provides curriculum and associated certifications that high school students can earn. These certifications are designed for integration into an existing technical program to enhance what is already being taught. NC3 certifications can be applied across several different industries, therefore creating flexible, stackable, and relevant credentials to students and a wide variety of employers.

Integrating industry certifications into an academic course combines the best of both worlds by enhancing teacher skills, delivering the professional development that technical educators look for, and providing students with more opportunities and relevant job-ready skills.

NC3 National Signing Day

NC3, working with companies like Trane, also delivers innovation – an example being NC3 National Signing Day. This is where students, many of whom are in their last year of high school, are recognized at their chosen Technical College like how athletes sign letters of intent for Division I colleges. In this case, students are recognized for choosing to pursue a technical education.

Trane has many capabilities that make us different than our competition. We work with our education partners to strategically use everything that Trane has in our portfolio of services. Detailed on the following pages are just a few of the offerings that Trane feels would interest to school districts.

We Will Help You Spread the Good News

Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts
- News releases on key project milestones
- Joint events and speaking engagements
- Written or video case studies
- Website or annual report feature
- Customer awards and recognition

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

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Here are a few examples of publicity that have resulted from similar projects.

River Trails Elementary School, Mount Prospect, IL

Daily Herald
Suburban Chicago's Information Source

River Trails District 26 honored for sustainability efforts

Daily Herald report Updated: 10/19/2021 10:15 AM

River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.

Prairie Trails School is on track to save more than $32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."

Williamson County Schools, TN



Presentation for Association of County Mayors in , Tennessee, *Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee*, Aug. 30, 2021, features quote about Williamson County project that Trane completed*

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"Because of TRANE, we are paying less today for utilities than we were five years ago – and we've added five new schools" Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, Tennessee

City of Vestavia Hills, AL



Trane's exterior lighting upgrade for the City of Vestavia Hills, AL resulted in this web site article. Trane presented the City with an Energy Efficiency Leader Award since the project cut energy consumption in NC3 – The National Coalition of Certification Centers

8. References

8. Minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects.

Reference 1: Roanoke City Schools

Company: **Roanoke City Schools Comprehensive Solutions and OMNIA Projects**

Address: 3601 Ferncliff Avenue NW, Roanoke, VA 24017

Contact Person: Jeff Shawver – Chief of Physical Plants

Phone: 540-853-6306

Email address: jshawver@rcps.info

Description of project:

HVAC Equipment and Products:

- Installation of VRF system at Noel C. Taylor Academy and Fishwick Middle School

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- Rooftop unit replacement at Forest Park Academy
- Boiler replacement at Roanoke Academy for Math and Science and Lucy B. Addison M.S.
- Chiller replacement at Roanoke Academy for Math and Science
- Chiller and cooling tower replacement at Lucy B. Addison Middle School
- VFDs on condenser water pumps at high schools
- Gym cooling at Lucy B. Addison M.S., Madison M.S, Garden City E.S., and Westside E.S.

Installation and Services

- Lighting upgrades including energy efficient internal and external LED lighting
- Building envelope upgrades
- Water conservation upgrades

Related Products, Solutions, and Other Services:

- Controls upgrades including Trane Intelligent Services
- Financial services
- Training
- Educational services

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Reference 2, City of Mesa Parks

Company: **City of Mesa Parks, Recreation and Community Facilities OMNIA Projects**

Address: P.O. Box1466 | 4444 | Mesa, Arizona, 85211

Contact Person: Barry Lougheed

Phone: 480-644-3732 (T), 602-350-6322 (C)

Email address: barry.lougheed@mesaaz.gov

Description of project:

HVAC Equipment and Products:

- New Chillers in several different buildings
- New HVAC equipment

Installation and Services

- Turnkey building mechanical retrofits
- Street lighting retrofits
- Closed Circuit TV (CCTV) services

Related Products, Solutions, and Other Services:

- New Trane control systems in 40+ buildings
- Hosted Ensemble
- 3rd party system integrations
- Control system services
- Lighting control systems
- Training

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Reference 3: Gateway Technical College

Company: **Gateway Technical College Indoor Environmental Quality Project through OMNIA**

Address: 1001 S. Main Street, Racine, WI 53403

Contact Person: John Thielen, Director of Capital Projects

Phone: 262-564-2597

Email address: thielenj@gtc.edu

Description of project:

HVAC Equipment and Products:

- Installed Synexis® in-room devices for Indoor Air Quality improvement

The leaders at Gateway Technical College in Southeastern Wisconsin needed to create the best possible learning environment to help their 20,000 students comfortably return to in-person learning for the fall 2021 semester. Administrators wanted to optimize indoor environmental quality (IEQ) at the college's 18 buildings spread across nine campuses. For more information click here.









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9. Proof of Performance

a. Services Bidder Can Perform

9. To further demonstrate similar experience and provide proof of performance:
    a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.

Trane provided service information in the Lines of Business: Trane Services (pages 23-33). Additional information is provided on the following pages.

Below is a list of categories provided under this contract and, by no means, is restricted to just these items. Detailed descriptions of training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades are provided on the following pages.

HVAC Equipment and Products:

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment
- Indoor Air Quality services such as appraisals, filtration analysis and remediation

Installation and Services

- Lighting and retrofits
- Equipment startups and warranty support

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- HVAC, refrigeration, and plumbing installation including complete turnkey replacements, new construction, renovation, and new construction projects
- Included are any ancillary labor tasks, related to HVAC, refrigeration, or plumbing installations.
- Predictive maintenance such as oil, refrigerant, and vibration analysis
- Many types of repair services with coverage (full, partial, and preventive) on existing Trane HVAC equipment types as well other OEM brand names and plumbing fixtures and systems
- Remanufacturing services **including Trane's exclusive R'Newal programs**
- All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC, refrigeration, plumbing requirements, and other mechanical systems
- Municipal services including wastewater treatment plant work, pump stations, and heat transfer systems

Related Products, Solutions, and Other Services:

- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems
- Training-both local and factory providing skill building, educational programs, and certifications
- System commissioning and reporting analytics
- Many types of monitoring such as man-in-attendance, BAS remote monitoring and Intelligent Services
- Maintenance services including full and preventive maintenance contracts including time & material contracts
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication
- Filter change outs, contract maintenance and over the counter sales
- Warranty services and extended parts and labor warranties
- Air and water balancing
- Building Automation analytics and Energy Optics programs
- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.
- Site surveys of existing facilities
- Rental HVAC equipment from Trane Rental Services
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and architectural services such as MEP, structural and civil
- Contracting for packaged enhanced solutions
- Facilities Management program
- Airport HVAC systems including localized jet-bridge air conditioners

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TRAINING

Trane offers a variety of training programs to choose from. These can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.



Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible.

On-Site/Virtual Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units.
- Controls training to obtain the best performance from your building automation system.
- Boiler plant efficiency and maintenance, lighting, and water conservation measures.
- Shadowing Trane technicians while we provide contracted maintenance services.

Office Training

Trane can customize training for your employees at our offices. This includes the material covered in our Trane University courses listed below.

Trane University

Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

- ***Building System and Controls training*** offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system. This will be provided by the Controls Vendor, CSO as referenced below.
- ***Technical Service training*** offers factory training for commercial systems service, maintenance, and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

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Trane A/C Clinics

Trane has developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems.

START-UP AND COMMISSIONING SERVICES

Trane has a strong local presence, and we service what we install with our own service technicians. Trane follows a process called Contracting to Service Transition, where the local Trane technicians' part of the start-up and commissioning so that they are prepared to support the facility once implemented. Our strong local presence and this process using our own service technicians allows us to have the fastest possible response times when a need for service should arise. In addition to providing on-site service from our local team, Trane local remote monitoring capabilities and can leverage the data that we gather with the knowledge of the Trane technicians and account team that are responsible for your facility. This approach adds to Trane's ability to provide fast and proactive service, at times identifying and starting to resolve issues prior to the customer knowing about it. Trane's maintenance services include:

- **Elite Start Services** – Give your new system the assurance of optimal performance and a long-life cycle
- **Repair Services** – Trane technicians can service all brands and types of HVAC units
- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance
- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

INSTALLATION

A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities at the project site in accordance with the design, costs, schedule, safety protocols, and QC process. The PM leads and manages the installation team, including subcontractors, and is responsible for Project Schedule. Trane has a nationwide resource pool of 133 construction managers available to provide support to the assigned PM.

MAINTENANCE

To help optimize the performance of your building systems, our service technicians and other professionals will assist at whatever level you desire. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, we can provide the expertise to match your specific needs.

Choose from among the following services

- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance

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- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

Scheduled Agreement

Under our Scheduled Agreement offering, factory authorized service technicians perform the periodic maintenance required to keep your systems operating at their peak, so you no longer must plan, schedule, or manage routine maintenance. We are fully trained to perform maintenance on Trane HVAC equipment and other brands within your facilities.

Under a Scheduled Agreement, your building systems are maintained by our knowledgeable service technicians using Six Sigma maintenance procedures to deliver the highest level of quality. Clients often experience lower maintenance costs under a Scheduled Agreement because impending equipment failures can be identified and resolved before they become major problems.

Select Agreement

With a Select Agreement, you receive all the benefits of a Scheduled Agreement, plus parts and labor coverage for maintainable equipment selected by your team – and approved by Trane.

We will work with you to select the major components and systems in your facility that you want Trane to maintain. We cover the cost of repairing your systems or replacing the pre-selected components, should they fail. We will help you consider acceptable performance ranges, reliability, and risk tolerance to determine the level of coverage you require for your HVAC maintenance needs.

Remote Diagnostics

Quickly detect failures in your building with round-the-clock monitoring from the Trane Intelligent Services center, where our building professionals provide support 24 hours a day, 365 days a year. Beyond alarm detection, Trane building professionals with deep industry expertise analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls – and the amount of time your staff spends on facility-related problems.

TURNKEY SERVICES

Trane creates comprehensive solutions based on a thorough understanding of your business goals as well as your infrastructure needs. With our full knowledge of the interrelated workings of your building or buildings, we can recommend adjustments in equipment and services for maximum efficiency and cost-savings. We call this corner-to-corner approach Turnkey Contracting Services.

Even before you sign a contract, Trane ranks your building's performance to see how it compares to your competitions'. Because we are the largest OEM of HVAC equipment, we have a global database of information regarding thousands of installed systems— including buildings belonging to other organizations in your industry. We can measure how your building stacks up with a roughly apples-to-apples comparison.

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Once you've contracted for Trane Turnkey Services, we customize project solutions to fit your unique operational and performance needs. An environmentally sensitive industry such as biomedical engineering, for example, may demand carefully managed temperature, humidity, air particulates or air filtration. Our solutions may also include:

- Mechanical, electrical, lighting systems specifications, retrofit and optimization
- Building lifecycle planning
- Total cost of ownership reduction through energy-saving system specifications and operating cost optimization
- Addressing environmental and operating cost concerns through enterprise energy management systems including:
- On-site generation
- Water conservation
- Energy purchasing options
- Renewable technologies
- Code and regulations compliance
- Ongoing maintenance and repair

With Trane Turnkey Contracting Services, you reduce energy and operating costs while maintaining efficient operation.

PROJECT APPROACH TO INDOOR ENVIRONMENTAL QUALITY (IEQ)

Wellsphere™ from Trane is a holistic approach to building wellness. It addresses the four elements of indoor environmental quality (IEQ):

Air Quality

Improving indoor air quality (IAQ) is one of the most effective ways to address airborne health risks in your building. Indoor pollutants can be invisible to our senses, yet harmful to our health and productivity. Trane can perform an IAQ assessment of your facilities and fully vet the three solutions that Trane currently supports:

- Ultraviolet lamps in ductwork
- Synexis (dry hydrogen peroxide gas)
- Dynamic air cleaners.

Thermal Comfort

Create an indoor atmosphere that's comfortable and stimulating while balancing your energy efficiency and sustainability needs. When the right HVAC equipment and control strategies are in place, occupants can feel more comfortable and be more productive.

Lighting

The lighting design of indoor spaces can affect peoples' mood, productivity and even the rhythms of their bodies. Today's more intelligent lighting systems have significant potential to improve safety,

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comfort, and productivity. By integrating controls over lighting and HVAC, Trane can make it easier to manage more of what is happening inside your building—from one easy-to-use user interface.

Acoustics

Good acoustic design can enhance concentration and focus by eliminating noise, improving sound privacy and much more. Trane is an industry leader in providing accurate, comprehensive acoustical data for our products and system designs within the building context. Quiet products are only the beginning of Trane's scientific approach to building acoustics.

REPAIR SERVICES

Chances are your facilities have HVAC and controls systems from several different manufacturers. Trane technicians are proficient in servicing all brands and types of HVAC and controls systems. These are among the comfort systems that our local technicians maintain, repair, or replace:

- Air filtration and air handlers
- Chillers (air-cooled and water-cooled)
- Chilled water and condenser water pumps
- Controls (digital and pneumatic)
- Cooling towers and evaporative coolers
- Condensing units
- Fans and humidification
- Motors and motor starters
- Rooftop and unitary HVAC units (electric and gas-fired)
- Variable frequency drives

Knowledgeable Trane technicians will troubleshoot your equipment using data compiled from experiences with clients around the world. They are trained to look beyond the immediate problem by also identifying weaknesses or potential areas of unreliability.

Rentals

If you need temporary cooling or other equipment during a retrofit, we have the resources in place to quickly deliver a solution. Trane Rental Services has been providing temporary equipment solutions for more than 25 years. Our fleet includes Water- and Air-Cooled Chillers, Package Air Conditioning Units, Air Handling Units, Diesel Power Generators, Oil-Free Compressed Air, Heaters, and ancillary equipment to support our customers.

You will have access to 24/7/365 customer service, equipment monitoring and technical support. With 25 locations in the United States and Canada, **we can deliver temporary equipment solutions to every major metropolitan market within hours**. In addition to providing solutions for emergency needs, we can also help customers with their seasonal supplemental needs, planned shutdowns and special events.

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LEASES

Trane's Financial Services includes leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.

EQUIPMENT UPGRADES

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems.
- Lighting & retrofits
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases.

OTHER SERVICES

- **Energy Services** - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **System analysis** of existing facilities including modeling and payback analysis
- **Design Build Contracting** for upgrading and improving efficiency within municipal infrastructure including but not limited to city buildings, wastewater treatment plants, conveyance systems, water treatment facilities, metering system, and lighting, etc.

PRODUCTS AND BRANDS SUPPORTED BY TRANE

- Identify the manufacturer products/brands the Bidder can service and support.

While Trane is the industry expert on Trane equipment, we service all brands and most models of HVAC equipment. Trane technicians are sent to other competitive OEM schools across the industries (Carrier,

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York, etc.) for certification. Trane is a vendor-neutral company with experience installing, maintaining, and repairing a variety of products and brands including:

Products – water-cooled chillers, air-cooled chillers, air handlers, boilers, pumps, piping, cooling towers, VAV systems, variable frequency drives, constant volume systems, building energy management systems, roof top unit air handlers, make up air unit air handlers, VRF and ductless systems, building automation systems, all heating and cooling valves, air balancing, back flow/cooling/heating valves, heat exchangers, and refrigeration.

Brands – AAON, American Standard, Amana, AO Smith, Artichill, Aurora, BAC, Bard, Bell and Gossett, Bosch, Bryant, Carrier, Coleman, Daiken, Desert-Aire, Distech, Edpac, Energy Logic, Evapco, Honeywell, Hydrother, Ingersoll-Rand, Johnson Controls/York, Lennox, Liebert, Lochnivar, Marley/Evapco, Marvair, McQuay, Mitsubishi, Multistack, Paco, Patterson-Kelly, Pool Pac, Raypack, RBI, Trane, and Vertiv.

MINIMUM WORK CREW

- Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.

The minimum work crew is addressed based on project type. All contracting jobs will have a project foreman (typically lead mechanic) fluent in English that has the authority to act on behalf of Trane. Each site will have at least one journeyman assigned.

SUBCONTRACTOR SELECTION

- Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via Appruv (https://appruv.com). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane's Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages**: Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs**: Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.

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- **Multiple Bidders**: Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

TESTING, ADJUSTING, AND BALANCING

- Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

The purpose of testing, adjusting, and balancing (TAB) is to assure that an HVAC system is providing maximum occupant comfort at the lowest energy cost possible.

Pre-planning for TAB work includes making certain that all the necessary parties and individuals to conduct the work are onboard. The type of building and systems to be tested and a realistic evaluation of what skills the TAB technician possesses are key planning elements.

- Often, a controls specialist will be needed to operate the system for the TAB technician.
- The representatives from the original equipment suppliers may be needed as a resource, at a minimum, but for complex equipment and systems or in a new building startup a manufacturer's representative may be required at the site to operate the mechanical equipment.
- If the building has a facilities manager that individual is typically the most important participant with which the on-site TAB technicians will work. Facility managers have a substantial vested interest in ongoing customer satisfaction—the people who work or live in the building are actual end- use customers—and their satisfaction will ultimately be the key measure of success.

Occasionally, a system cannot be balanced or made to perform in accordance with the contract's design specifications regardless of the number of balancing dampers or valves that can be installed. Competent TAB technicians should be prepared for this possibility and work with the appropriate individuals to formulate recommendations as part of the final TAB report.

It should be made clear that the TAB work is not "commissioning." Most commissioning services are completed by firms having technicians experienced with each of the individual building systems—HVAC, lighting, plumbing, electrical, and security systems.

Commissioning services for any new building construction or renovation are intended to verify all the above systems—operate properly and meet performance criteria.

Commissioning also includes the testing of all building controls for each mode of operation to verify all systems are being sequenced correctly with each other and that all interlocks are functioning. The commissioning agent must document the results of each equipment test performed as it is completed.

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These firms will usually subcontract the services of an independent TAB contractor to verify HVAC system balancing as part of their more inclusive commissioning contract.

New Buildings

Testing, adjusting, and balancing of all HVAC systems in a new building is needed to complete the installation and to make the system perform as the designer intended. Assuming that the system design and installation meets the comfort needs of the building occupants, testing, adjusting, and balancing of the HVAC system fine tunes occupant comfort levels while keeping energy use to the lowest level possible. This is extremely important in this era of rising energy costs.

It is important to make sure that all factory equipment startup service has been completed before beginning any TAB work. Most specifications on new building construction usually require a factory representative to be present during the initial startup and adjustment of the mechanical equipment—central boilers, chillers, large variable-speed motor drives, and cooling towers. This initial equipment checkout is also usually required to activate the factory warranties and is not part of the TAB contractor's responsibility. After this initial startup service has been completed, the TAB contractor should be informed that the systems are operating properly, that all safety interlocks and protective devices are functioning, and the systems are ready to be balanced. The TAB phase of any building construction or renovation is intended to verify that all HVAC water- and airflows and pressures meet the design intent and equipment manufacturer's operating requirements. It is rare to find an HVAC system of any size that will perform completely satisfactorily without the benefit of final adjustments. Therefore it is considered a "best practice" for the designer to specify that TAB work be part of the overall HVAC system installation.

Existing Buildings

There are few buildings in existence that have not experienced changes in internal loads and space layout changes since they were designed and built. These buildings should periodically have their HVAC systems rebalanced to achieve maximum operating performance, efficiency, and comfort.

The TAB Technician

TAB technician designates the person in charge of the TAB work being done on the HVAC system. TAB procedures on a complicated HVAC system require that the TAB technician must be a well-trained, highly skilled, and knowledgeable individual. This person must know the fundamentals of airflow, hydronic flow, refrigeration, and electricity and be familiar with all types of HVAC temperature controls and refrigeration systems. They must also know how to take pressure, temperature, and flow measurements and be able to perform effective troubleshooting.

The TAB Team

There are TAB jobs that can be done by one person. However, many HVAC systems need a TAB team to complete the TAB work efficiently and in a reasonable time period. It is equally important that the other members of the TAB team be trained and knowledgeable in the basic fundamentals and procedures of TAB work.

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Energy Costs and Occupant Comfort

TAB work conducted on existing buildings will often hold opportunities for the attentive TAB technician to identify additional equipment or work for the system being balanced that will increase occupant comfort and decrease building operating costs. An obvious example would be the replacement of single-speed electric fan motors with newer computer-controlled equipment that can more closely follow the required airflow needs over the changing seasons and load variations. Variable-speed electric motors are a relatively new product and the older the building the greater the likelihood and potential for energy-saving and comfort-enhancing opportunity. In some instances, variable-speed motors may consume just 15% of the electricity on an annual basis as an older single-speed motor.

Another example would be when the TAB technician is asked to provide a rebalance of an individual zone due to shifts in internal use. Often, this is a good opportunity to examine the benefits of a complete review of the building's mechanical system and possibly provide complete-building TAB services. Also, changes in one building zone will often result in changes throughout or at least in other parts of the building.

TAB Instruments

Airflow Measuring Instruments

- Manometers—Used to measure pressure drops which can be translated into flow rates. Available in tube types, both U-Tube and inclined-vertical use a fluid in a tube to represent the difference in pressure between two points.
- Digital manometers—Can provide very accurate readings at very low-pressure differentials, such as across air filters and expansion cooling coils. Can automatically adjust for barometric pressure, store readings with recall in average or total numbers, and some can provide additional functions such as temperature measurements.
- Anemometers—Available in several configurations—rotating vane, deflecting vane, thermal—and used primarily to measure air velocities at registers, grilles, hoods, coils, etc.
- Flow measuring hoods—Directly measures CFM of air distribution devices.

Temperature Measuring Instruments

- Glass tube and dial thermometers—Measurement of air and fluid temperatures
- Thermocouples—Measures surface temperatures
- Psychrometers and electronic thermo-hygrometers—Determines relative humidity.

TAB Reporting Forms

The proper use of a consistent set of reporting forms assures that TAB work is being done in a systematic manner that produces documented test results that can be easily understood. The following list is an example of forms with a brief description of each to illustrate the steps in the TAB process. Each project may require fewer or more forms and steps depending upon the TAB project goals and the system complexity. Forms include:

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- **System Diagram**—A schematic that depicts the system to be tested, its major components, distribution system sizes, the quantities of flow, the location of regulating devices and terminal units and other relevant data.
- **Apparatus Test Report**—Provides details of actual measured flow rates, motor loads and other information that will be useful to compare design to actual system component performance.
- **Coil Test Report**—Used to record performance of chilled or hot water, steam, DX, or other types of energy exchange coils.
- **Gas/Oil-Fired Apparatus Test Report**—Tracks performance of unit heaters, furnaces, and boilers for use in comparison and as a supplement to factory-provided data.
- **Duct Heater Test Report**—Provides documentation of airflow rates across electric furnaces and heater coils and verifies min./max. airflow rates as per required by manufacturers.
- **Duct Transverse Reports**—Used as a worksheet for recording velocity pressures in a prescribed manner to determine actual airflow for duct— round and rectangular.
- **Air Outlet Test Report**—Provides documentation of preliminary and final air distribution devices and possible reasons for deviations from design.
- **Terminal Unit Test Report**—Used to check and document the performance of terminal units.
- **Major Equipment Test Reports**—Each major mechanical HVAC device that is present and part of the TAB project—Chiller/Packaged HVAC/Compressor/Condenser/Cooling Tower/Pump/Boiler—is tested and the results recorded according to industry-recognized procedures. Specific test requirements may be requested for any major component to verify operating performance or efficiency.
- **Instrument Calibration Report**—Documents the tested accuracy of the instruments used to conduct the TAB project.

RELEVANT CODES AND STANDARDS

- **Energy Systems Analysis & Management**—Presents an updated level of technical information necessary for energy conservation and retrofits of today's commercial facilities. This new manual provides building owners, facility managers, contractors, and system designers with the tools needed to evaluate an existing facility for energy savings potential. Items of special interest include performance contracting, CFC refrigeration regulation, and new automation system open protocols. Other topics covered include HVAC heat recovery, energy auditing, operation and maintenance, and indoor air quality.
- **HVAC Systems - Commissioning Manual**—A practical how-to guide for contractors, owners, and engineers interested in learning about commissioning for new buildings and re-commissioning for existing buildings. Separate chapters are devoted to the different levels of commissioning, including b g basic, comprehensive, and critical system commissioning. A thorough explanation of re-commissioning leads one through the preliminary investigation, survey and documentation phase, the design and installation of system modifications, and the actual re- commissioning test.

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- **HVAC Systems - Testing, Adjusting, & Balancing**—Presents the basic fundamentals, methods, and procedures, including the necessary tables and charts, to adequately balance a complete HVAC system. A tutorial on air and hydronic systems as well as equipment performance and operation, this comprehensive text covers motor operation, fan curves, pump curves, and fluid flow losses in ducts, fittings, pipes, and air terminals. In addition, variable frequency drives, direct digital control systems, lab hood exhaust balancing and the latest balancing equipment and procedures are presented.
- **TAB Procedural Guide**—The TAB Procedural Guide is intended for trained TAB technicians to assure that the appropriate procedures are employed in an effective manner. This new publication includes general as well as specific guidance for both air-and water-side HVAC system adjusting and balancing. Variable air volume, multi-zone, dual duct, and exhaust air systems are examples of the systems specifically covered and time-saving forms are included for precise record keeping during the conduct of a TAB project. The guide assists TAB technicians with preplanning and establishing teams so that energy use is minimized whether the work is done in new or existing buildings.

COMMISSIONING PLAN

- Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.

This Commissioning Plan establishes the framework for how commissioning will be handled and managed on a given project and custom to that project's Scope of Work. The commissioning process is applicable anytime Trane performs work, either in a primary contracting capacity or as a sub-contractor within the projects' delivery model. The commissioning planning process begins with a kick-off meeting to determine the project's scope, breadth of work, participating trades, timelines, etc. At this meeting, the Trane Project Manager (PM) in conjunction with the Customer Agency will discuss the commissioning process, schedule, team and team member responsibilities, communication structures, and develop a general description of the systems to be commissioned. The Commissioning Plan is custom to the project's unique Scope of Work. A Commissioning Plan typically includes the following and takes place well before equipment is ordered or work begun, which could be weeks or months prior to the project's completion:

Introduction	Purpose and general summary of the Plan.
General Project Information	Overview of the project, emphasizing key project information and delivery method characteristics.
Commissioning Scope	The commissioning scope including which building assemblies, systems, subsystems, and equipment will be commissioned on this project.
Team Contacts	Project specific Commissioning Team members and contact information.
Communication Plan& Protocols	Documentation of the communication channels to be used throughout the project.

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Commissioning Process	Detailed description of the project specific tasks to be accomplished during the Planning, Design, Construction, and Tenant Occupancy Stages with associated roles & responsibilities.
Commissioning Documentation	List of commissioning documents required to identify expectations, track conditions and decisions and validate/certify performance.
Commissioning Schedule	Specific sequences of events and relative timeframes, dates, and durations.

TRANE'S APPROACH TO PREVENTATIVE MAINTENANCE

- Describe Bidder's company's scope of work for preventative maintenance work.

Trane's service team members use specific software and standard processes in place to schedule service calls, complete preventative maintenance, invoice jobs, and track inventory. With a comprehensive range of service capabilities and in-house expertise—delivered by an extensive service network always on call—Trane delivers the most reliable and cost-effective performance from day one. Once a Service Agreement is in place, Trane technicians will complete field reports that include all recommendations for maintaining a high-performance facility.

Trane's Preventative Maintenance program typically consists of four quarterly site visits: with one annual inspection and three routine inspections. The number of site visits can vary according to the system needs. By planning ahead and addressing maintenance needs on a systematic, scheduled basis, customers can virtually eliminate unplanned downtime and save a lot on repair costs. As maintenance tasks are performed, technicians record and detail each asset's condition to determine the appropriate timeframe for an inspection, cleaning, lubrication, any calibration, or adjustment, including possible part replacement.

The work performed is recorded electronically via technician's mobile device. The data is stored and backed up on a secure data network. At completion of the work, customers receive an electronic report of the tasks executed. In addition (for service agreement customers only) work reports can be accessed on a Trane customer portal (https://mybuilding.trane.com).

We're fully trained, using proprietary Six Sigma maintenance procedures, to service both Trane HVAC equipment as well as that of other brands.

Trane's industry exclusive service flow process includes detailed, documented procedures that identify steps for: safety, sequence of execution, quality control, work validation, parts, materials, tools, and environmental compliance. Where applicable, **Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.**

To prolong an asset's useful life and lessening the likelihood of failure, Trane offers a preventative approach that can leverage predictive technology as well as regular monitoring of your HVAC operations. Our standard Preventative Maintenance package involves planning ahead and addressing maintenance needs on a systematic, scheduled basis. However, we can add value with optional state-of

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the-art add-on services — such as Predictive Service, Active Monitoring, Critical Systems Audit, or Rental Reserve.

Trane's overall approach to Preventative Maintenance revolves around 7 Service pillars:

Knowledge Transfer

Work performed on your equipment will be documented by our technician and reviewed with you at the completion of each service visit. Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities. Concurrent with annual start-up, the dedicated Trane Technician will instruct your Facility staff on how to operate the equipment covered by the agreement.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions — as specified in both AHRI (Air Conditioning, Heating and Refrigeration Institute) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). Trane then backs up this performance with the industry's premier warranty and service support to ultimately provide the best value for each customer. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane — from the factory to the field sales office. Trane products have utilized several such initiatives to provide cost saving areas for customers. For example:

- **ICS (Integrated Control Systems).** The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System (BAS) in place, Trane can provide our BAS system **at a packaged program price**.
- **D.F.T. (Demand Flow Technology).** A mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Technology

Scheduling, Service History — ComfortSite

ComfortSite — our web-based asset management system — is used for scheduling of Service calls and provides customers with free access to their Service history, technical reports, parts identification tools, product literature and other relevant information. In addition to these options, ComfortSite also enables owners to manage local parts inventory and equipment replacement plans. ComfortSite offers these advantages:

- Asset and maintenance management software
- 24/7 internet-based access
- Trane enters HVAC equipment data

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- No software integration or process changes required
- Ability to enter non-HVAC equipment into the database
- Multi-level username and password access
- Multiple output file formats available for upload

Chiller Plant Optimization



Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability, and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and stating
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

Predictive Service

Trane will analyze the condition of your HVAC equipment to detect physical conditions that can lead to system inefficiencies and catastrophic failures. Early detection by Trane Field Service Technicians enables you to arrange maintenance procedures and overhauls during planned downtime instead of experiencing unplanned system outages and emergency repair delays and costs.

- Infrared Thermography
- Combustion Testing
- Vibration Testing
- Eddy Current Tube Testing
- Ultrasonic Testing other than tubes, bearing, etc.
- Air Quality Monitoring
- Air Balance
- Water Balance

Energy Performance

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) service provides visual tools and analytics that uncover hidden causes of

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energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.

Advantages:

- Leverage spectral analysis to visualize energy usage or demand over a select period
- Monitor building performance and view progress on sustainability goals using intuitive dashboards
- Access analytics to identify times of excessive energy consumption
- Report and track the ongoing improvements gained by proactively managing your building



Implementation:

- Cloud-based building energy management system provided through Software as a Service (SaaS)
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Real-time energy data monitoring and aggregation from multiple sources: utility meters, sub-meters, sensors and building automation system all linked to your local energy costs to track your energy spend more accurately
- Software support, online help, and documentation
- Site set-up and data

The Environment and Sustainability

Trane procedures for handling refrigerants are compliant with Federal and State laws and regulations — in respect to the proper handling, storage, and repair of leaks of ozone-depleting refrigerants as well as their substitutes, according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Trane maintains and uses our Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all

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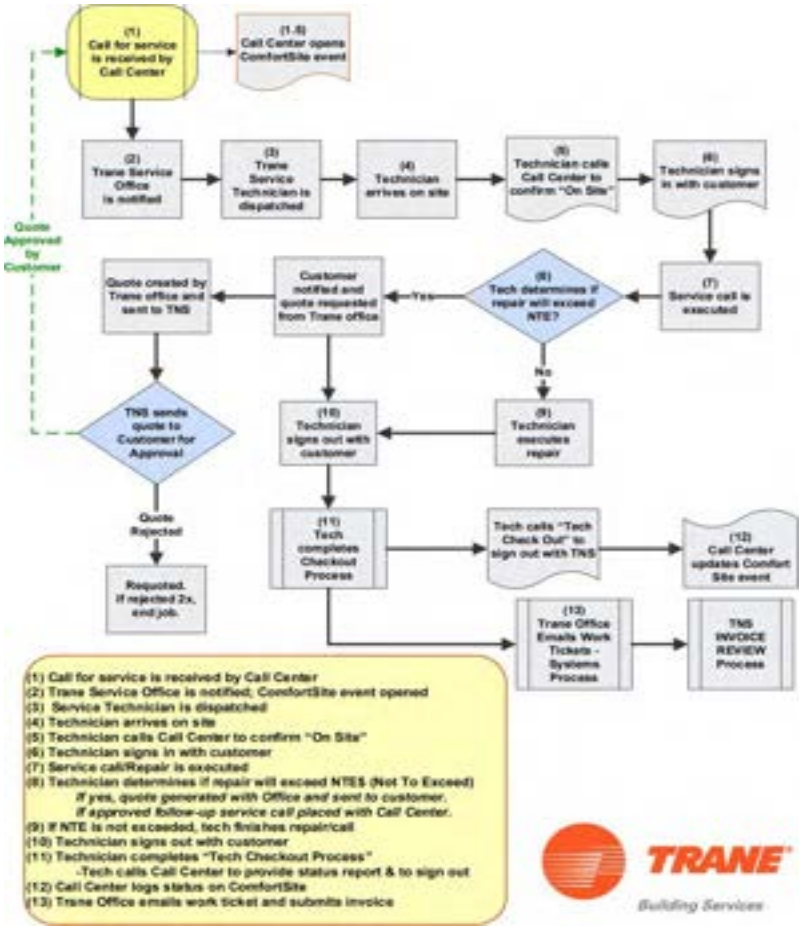
refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment and can be used to satisfy reporting requirements. In terms of Oil disposal, we remove used oil from your refrigeration units and dispose of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil, where allowed, and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste,

Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Documented Processes to Safeguard Uniform Service Delivery

All Trane personnel follow documented processes to enable and safeguard uniform service delivery.



Specific Work Steps

The following illustrates Trane's procedure for each call for service:

Emergency Response within 4 hours — 24/7, 365 days a year

Priority Emergency Response is available on a 24-hour-per-day basis. Trane is able to perform emergency services outside of normal business hours when requested. Each Trane office has its own Emergency hotline for seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five

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(365) days per year. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. And our goal is to respond to all emergency calls within 4 hours or less.

Trane's team of Service technicians has a rotational, on-call schedule, and someone is always available to handle an after-hours or an emergency call.

Emergency Parts Service

Trane's Parts order system provides an ability for both emergency and rush orders. This system is unique in that it allows the flexibility of integrating rush orders into the standard order system without disruptions or excessive costs.

The State-of-the-Art Rental Reserve Add-on Service

Whether it's extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, buildings sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations.

Every rental delivers state-of-the-art Trane equipment and expertise. We'll be your one-stop solutions provider when you are:

- Short on time — A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution.
- Short on funds — Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds.
- Risk averse — Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.
- Experiencing temporary spikes — A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

Other Maintenance and Repair (OMR)

If the Technician finds an issue that needs to be fixed, they will communicate that to the customer and record their findings in a report, requesting a quote from Trane — to be approved by the customer ahead of the repair, replacement, or any other maintenance work.

Customers often opt for Trane's exclusive HVAC Rental Reserve program. The Rental Reserve Program is intended to protect against unplanned needs caused by customer's HVAC equipment outages. It is designed to minimize the impact of downtime by providing cooling system redundancy. The program provides year-round availability of rental chiller equipment within a 24-/48-hour notice to Trane — to proceed with delivery and connection of the rental equipment. Included in the price of the add-on option is a customized and executable HVAC rental emergency plan maintained by Trane as well as suitable equipment for speedy connection at the site.

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The rental emergency plan provided by Trane would contain a typical chilled water system plan, for example, where we will identify:

- Location, type, and tonnage of the rental chiller;
- Applicable electrical, chilled water, tower water connections as necessary for chiller connection;
- Necessary system upgrades to accommodate the Trane Rental chiller package

Warranties — Workmanship, Equipment

The workmanship warranty (labor portion of the Maintenance Services and Additional Work) is **90 days from the date of completion.** Trane's obligation under the Warranty is limited to correcting any labor improperly performed by Trane. Defects must be reported to Trane within the 90-day period.

The parts and equipment warranty (the material manufactured by Trane and provided to the customer in performance of the Services) is **12 months from the earlier date of equipment start-up or replacement.** Trane's obligation under the Warranty is limited to repairing or replacing the defective part at its option. Defects must be reported to Trane within the 12-month period.

Should it be necessary to replace or repair any non-Trane equipment provided by Trane as part of a service to the state, Trane will extend to the Customer the benefits of any warranty Trane receives from the manufacturer.

ADDITIONAL CHARGES FOR MAINTENANCE

- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

The primary goal of maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it occurs which Planned Maintenance and Condition Based Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, minor adjustments, and so on. In addition, workers can record equipment deterioration, so they know to replace, or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs, however additional charges would apply if these parts were not included up front.

REPAIR AND UPGRADE RECOMMENDATIONS

- Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

With a comprehensive range of service capabilities and in-house expertise, delivered by an extensive service network always on call, Trane service solutions ensure the most reliable and cost-effective performance from HVAC systems from day one – and on through their complete lifecycle. Once a Service Agreement is in place, Trane Technicians will complete field reports that include all recommendations for maintaining a high-performance facility. Below are descriptions of our service capabilities, from start up through advanced remote monitoring and contingency cooling.

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Start Up

Trane Elite Start™ - Commissioning service

Trane Service Engineers validate HVAC installation, following a tried and tested checklist for optimal start-up conditions, verifying, and recording design operational parameters.

Trane Extended Start - Assure the highest level of performance for the HVAC system's crucial first year. HVAC systems are typically sold with a standard factory warranty terms and conditions. Trane Extended Start goes above and beyond the standard warranty to provide eight value-added services which will create a system performance baseline.

Operate and Maintain

Genuine Parts and Repair Services - The right parts and the OEM expertise quickly available. From precision-crafted original Trane items to generic parts, Trane offers a comprehensive parts inventory with 6,500 references to answer quickly to customers' needs. Trane efficient logistics and factory authorized technicians also ensure expert replacements and fixes.

Trane Chiller Health Check Program - OEM chiller performance analysis The reliability and efficiency of a water chiller are directly related to how it is maintained and operated. Appropriate maintenance can help avoid severe malfunctions and costly breakdown. Trane Chiller Health Check Program provides the real time status and performance of equipment and recommends proactive measures to restore a safe, reliable, and efficient operation of chillers.

Trane Service Agreements - Reduce operating costs and optimize equipment life with planned maintenance from Trane. By planning and addressing maintenance needs on a systematic, scheduled basis, your client can save significantly and virtually eliminate unplanned downtime. Trane will help define the service agreements best suited to your client's applications and business needs.

Improve Cost of Ownership

Trane Select™ Contracts - Head off problems before they affect operation Four customizable HVAC service contracts designed to provide operating efficiency, maximize the system life, and help cut costs. From preventive maintenance plans to fully comprehensive solutions, Trane Select Contracts offer fixed costs making them more valuable the longer the contract period. All contracts come with free compressor coverage.

Trane Controls Services - Keeps HVAC settings fine-tuned for optimal performance. Buildings are a complex, inter-related set of systems. Over time, adjustments can change HVAC configurations that were fine-tuned on installation. Trane Controls Services offer four levels of servicing to regularly review the building control system, ensure it maintains its designed comfort level and is always up to date with your clients' current needs – operating as efficiently as possible.

Upgrade and Improve

Trane Care™ Services - Restore the performance of HVAC equipment and maximize its lifecycle. No matter where your clients' equipment is in its life cycle, Trane Care™ will turn HVAC systems into business advantages in terms of reliability, energy, and environment to help their buildings perform at its best and sustain it day in and day out. A Trane Care™ upgrade of HVAC installations will enhance

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equipment reliability, reduce operating costs, optimize equipment life, and ensure compliance with environmental regulations.

Advanced Remote Analytics

Trane Intelligent Services - Close remote building system monitoring and analysis of system trends. Trane Intelligent Services provide always-on, automated monitoring powered by a suite of leading technologies backed by Trane's team of technical experts. They give building operators high-end capability to help minimize the occurrence and severity of system failures through early detection of alarms and performance issues. Whether your clients require continuous monitoring and automated notification, monitoring plus an action plan for remediation services, Trane can provide a cost-effective solution to establish critical points, appropriate parameters, actions, and procedures.

Contingency Cooling

Trane Rental Services - Cooling solutions for all temporary needs Temporary cooling needs covered to keep your clients' businesses operational during repair, replacement, or upgrade of the existing systems: from breakdowns to extra seasonal capacity requirements, planned service work, facility renovation, specialty events and more. Trane provides fast, safe, and cost-effective solutions using modern and reliable equipment for all building purposes.

NOTIFICATION OR PERSONNEL IN FACILITY

- Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?

The Trane service coordinator notifies customer when Technician is scheduled to arrive. Upon arrival Technician checks in with designated site contact. Upon departure Trane technician reviews work and secures signature from site contact.

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b. Ability to Provide Temporary Cooling

b. Describe Bidder's ability to provide temporary cooling/chiller units.

Whether it is extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, businesses sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations. A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

- **Fast** - Because speed of unit installation can be extremely important to your business, all Trane rental equipment has been fitted with enhancements that save installation time.
- **Safe and reliable** - Whilst getting your system up and running is of utmost importance to your operation, safety and reliability of the equipment provided are equally important. You can depend on Trane modern equipment.
- **Cost-effective** - Whatever the application, Trane can provide a cost-effective temporary cooling solution for your organization until you are able to repair or replace your existing equipment.

Every rental delivers state-of-the-art Trane equipment and expertise. We will be your one-stop solutions provider when you are: Short on time: A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution. Short on funds: Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds. Risk averse: Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.



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c. Products and Services Provided by Trane

c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

Trane's products and services are provided on the "Product Information Matrix" on pages 75-92.

DESCRIPTION OF THE PRODUCTS

- A description of the Products, including all related components and parts to be provided by the major product category.

1. HVAC Equipment and Products

Chillers

- Air-cooled chillers
- Water-cooled chillers
- Compressor chillers
- Ancillary chiller water plant equipment
- Absorption liquid chillers
- HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption

Unitary systems that combine heating, cooling, and fan sections

- Rooftop systems
- Split systems
- Self-contained systems
- Water source heat pumps
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water- source, mini-splits

Air handling systems

- Performance air handlers
- Blowercoil air handlers
- Make-up air gas heating system
- Air handler options and air cleaning options, Type- central station-manufactured or custom makeup air, fan, filter, coil sections

Terminal devices

- Unit heaters
- Unit ventilators
- Fan coil units
- Ventilation fans and variable air volume
- Air Terminal Devices and Heating Products Type-VAV, Fin Tube Radiation/Convectors

Ductless variable refrigerant volume units

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Dedicated outdoor air systems

Replacement coils

Automation equipment

Parts and aftermarket product

- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers

Other HVAC products

- **Indoor Air Quality Products and Devices** Type- Active polarization, non- ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

2. Installation and Services

Installation of new equipment

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

Maintenance of existing systems

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils, and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

Upgrading of existing infrastructure

Turnkey services

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

Other installation and services offered by Bidder

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural, and other

3. Related Products, Solutions, and Other Services

New, and/or retrofitting older products and solution

HVAC equipment controls

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- Type-core components, end devices, lighting, panels

Ancillary Services

Thermostats

Sensors

Energy programs

Design and analysis tools

Commissioning

Building management and/or certifications

Enterprise management

Rental and lease services

- Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

Financial services

- Type- leasing, prompt, and pre-payment discounts, guaranteed savings and other

Training and/or educational services

Municipal services

Other related products and services

CATALOG OR BROCHURE TYPE INFORMATION

- A catalog or brochure type information as applicable.

Trane has detailed catalog information for all equipment. A National Line Card is provided on the following pages.

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National Line Card

PRODUCTS & SYSTEMS SOLUTIONS

TRANE



APPROACH

We take a creative approach to every project; treating each project uniquely so we can collaborate to understand objectives and goals. Trane delivers outcomes; we start from the beginning and follow the process through. Plus, we always keep indoor environment quality and energy efficiencies top of mind.

SERVICE & SOLUTIONS

Our capabilities include commercial systems, energy services & solutions, contracting, controls/building automation, rentals and service.

Trane Wellsphere™ is a holistic approach to building wellness that cultivates healthier indoor spaces. It brings together unmatched experience and expertise to take a holistic approach to optimizing building's indoor environmental quality (IEQ).

HVAC SYSTEMS
Sustainable and scalable solutions for maintaining ideal system performance

OPTIMIZED EQUIPMENT
Applied Chilled and Hot Water, Air Handling, Large and Light Packaged, VRF, VAV, Zone Terminal, Pre-Packaged Systems with Controls

RENTAL SERVICES
Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions

BUILDING SERVICES
Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians

ENERGY SERVICES
Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability

BUILDING AUTOMATION SYSTEMS
Making precise control easier, mobile and data-rich

TRANE TECHNOLOGIES

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Trane Building Automation Systems



Tracer® SC+
Scalable building automation system solution



Tracer Concierge®
Light commercial control system



Pivot® Smart Thermostat
Wi-Fi & Ethernet thermostat for light commercial applications



Factory & Field
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols



Wireless Solutions
Wireless comms, BACnet/Zigbee®, temperature & humidity sensors

Trane Building Management Systems



Tracer® Ensemble®
Enterprise level building management software



Tracer® Synchrony®
Web-based facility management software



Tracer® Concierge®
Occupant user interface for non-technical user



Tracer® Mobile Apps
Concierge, Trane BAS Operator Suite

Trane Intelligent Services



Aggregates data collected in a building. Provides analytic tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Lighting Solutions



Control more than half of your building energy use when you integrate Trane lighting solutions into your EAS.* The Trane difference offers increased energy savings, improved comfort and flexibility, and a higher quality design - all within your customer's budget. Lighting science can support productivity, performance, safety, and well being. Utilizing intelligent lighting solutions as your infrastructure for smart buildings unlocks the capabilities of asset tracking, contact tracing, emergency assistance, and more!

Trane® / Mitsubishi VRF & Ductless



N-Generation CITY MULTI®
Energy efficient, all electric VRF system available in Standard, High Efficiency, and H2i®(R) (Hyper-Heat)



Nv Series
Ductless system for maximum energy efficiency and quality control with precise zone control to distribute heat or air conditioning only to spaces in use



P Series
Light commercial ductless system for superior comfort, flexibility and reliability with precise 1:1 outdoor to indoor connections for efficient zone management



Indoor Units
A variety of indoor units available to meet any application and design requirements, including ceiling cassettes, wall mounted, concealed and more



LEV Kit
The power to connect Trane® / Mitsubishi Electric CITY MULTI® Products to Trane Air Handlers; Allows for higher airflows, higher static pressure, larger capacity, customized products, and DOAS configurations; Available in multiple tonnage sizes

Trane Precision Cooling



Single Circuit DX
Single circuit DX; vertical floor mounted; 5 - 10 Ton; tandem compressor options; EC fan technology



Dual Circuit DX
Dual circuit DX series; vertical floor mounted; 15 - 30 Tons

Centrifugal Chillers



Model TACW
Oil-free; 60 - 1400 Tons; R-134a and R-513A



Agility® Model HDWA
150 - 450 Ton; 60 Hz, 50 Hz; Symbio® 800 controller; uses either R-513A or R-134A



CenTraVac® Model CVHE
3-Stage Compressor; Symbio® 800 controller; 150 - 600 Tons; R-514A



CenTraVac® Model CVHF
2-Stage Compressor; Symbio® 800 controller; 325 - 2000 Tons; R-514A



CenTraVac® Model CVHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 900 - 2000 Tons; R-1233zd



CenTraVac® Series S™ Model CVHM
Oil-Free Compressor; Symbio® 800 controller; 170 - 390 Tons; R-514A



CenTraVac® Model CDHF
Multi-Stage Dual Compressor; Symbio® 800 controller; 1450 - 3950 Tons; R-514A



CenTraVac® Model CDHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 1800 - 4000 Tons; R-1233zd

Water-Cooled Chillers



Cold Generator™ Model CGWR
Scroll Compressors; 20 - 75 Tons; R-410A



Series R® Model RTWD
Helical Rotary Compressor; 60 - 260 Tons; R-134a or R-513a



Optimus™ Model RTHD
Optional Variable Speed Helical Rotary Compressor; 150 - 430 Tons; R-134a; or R-513a for fixed speed only



Series R® Model RTUD
Helical Rotary Compressor with remote air-cooled condenser; 80 - 250 Tons; R-134a

Air-Cooled Chillers



Cold Generator™ Model CCAR
Scroll Compressor with Air-Cooled Condenser; 20 - 70 Tons; R-410A



Model CGAM
Scroll Compressor; 20 - 130 Tons; R-410A



Ascend® Model ACS
Scroll Compressor; 140 - 230 Tons; R-410A



Series R® RTAC
Helical Rotary Chiller; 140 - 600 Tons; R-134a



Sintesis® Model RTAF
Variable Speed Helical Rotary Compressor; 115 - 500 Tons; R-134a or next gen R-513A



Ascend® Model ACR
Free Cooling; Symbio® 800 controller; 150 - 550 Tons; R-134a



Model TACA
Oil Free Centrifugal; 60 - 440 Tons; R-134a or R-513A

*U.S. Energy Information Administration, 2020

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Ascend™ Model ACX
Energy efficient, all electric heating and cooling; Symbio™ 800 controller; 130-240 Tons; R-410A



MiniMod™
Water-Cooled; Oil Free Centrifugal; R-134a and R-513A; 60 - 135 Tons (1000 Ton Arrays)



Cold Generator™ Model CICD
Water-cooled; Heat Recovery; 20-80 Ton (600 ton Arrays)

Modular Chillers



Manhattan™ Gen II
Air-Cooled and Water-cooled Heat Pump; Heat recovery and Free Cooling; 15 - 80 Tons (800 Ton Arrays)



SuperMod™
Air-Cooled and Water-Cooled; 20 - 40 Tons (400 Ton Arrays)



PolyTherm™
Water-Cooled; Simultaneous Heating and Cooling; 30 - 60 Tons (480 Ton Arrays)

Packaged Units



Impack®
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels; Up to 16 SEER; 2 - 5 Tons



Foundation®
Cooling, Gas/Electric; Adapts to Competitors Roof Curbs; 3 - 5 Tons; 7.5 - 12.5 Tons; 15 - 25 Tons



Precedent® 17 Plus
Cooling & Gas/Electric; Up to 17.5 SEER; 3 - 5 Tons



Precedent® & Precedent® with eFlex™
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels ; eFlex Variable Speed Compressor; Up to 23.5 SEER; 3 - 10 Tons



Voyager® 2 & Voyager 2 with eFlex
Cooling, Gas/Electric & Heat Pump; Multiple Efficiency Levels (Up to 20.1 IEER, 12.5 - 25 Tons), eFlex Variable Speed Compressor (12.5 - 17.5 Tons)



Zoned Rooftop Systems
Pre-designed for small building comfort; Includes Precedent or Voyager rooftop unit, VAV terminal units, Tracer® Concierge™ system control & Air-Fi® wireless controls & sensors; 3 - 25 Tons



Voyager 3
Cooling, Gas/Electric; eStage™ Multi-Staged Compressors; Full & part load efficiencies; Up to 14.7 IEER; 27.5 - 60 Tons



IntelliPak® I
Cooling, Gas/Electric, Hot Water, Steam; 20 - 130 Tons; Available with eFlex Variable Speed Compressor; 40 - 75 Tons



IntelliPak® II
Cooling, Gas/Electric, Hot Water, Steam; Air-Cooled and Evaporative Condenser; Available with eFlex Variable Speed Compressor; Tracer® SC+ controls; VariTrane™ VAV terminals; 90 - 162 Tons;



IntelliPak® 3
Cooling, Gas/Electric, Hot Water, Steam; 20 - 75 Tons; Avail. with eFlex Variable Speed Compressor; Available connectivity; Symbio controller; Up to 17.8 IEER

Self-Contained Units



IntelliPak® Modular Series
Split apart construction, easy transport & installation; Factory-installed digital controls; Up to 13.9 EER, 17.9 IEER; Water Cooled 20 - 35 Tons; Remote Air Cooled - 32 Tons



IntelliPak® Signature Series
Up to 14.1 EER, 19.3 IEER; Floor by floor system; Factory-installed digital controls; Air-Cooled 20-60 Tons; Water-cooled 20 - 110 Tons



Modular Self Contained System
Smallest Footprint on the Market; Water-Cooled System; Variable speed compressors and fans; Full and part load efficiencies; Industry-leading Part Load Efficiency - Up to 20.8 IEER; 40 - 80 Tons

Water-Source Heat Pumps



Axiom™ Standard Efficiency GEH/GEV Models
Horizontal (0.5 - 15T) or vertical (0.5 - 25T); Quiet operation; Multiple airflow configurations; 0.5 - 25 Tons



Axiom High Efficiency Single-Stage EXH/EXV Models
Horizontal or vertical; Electronically Commuted Motor (ECM); Rotary or scroll compressor; 0.5 - 6 Tons



Axiom High Efficiency Two-Stage DXH/DXV Models
Horizontal or vertical; 2-Stage compressor; Deluxe sound option for quiet operation; Meets LEED EAc4 requirement; 2 - 6 Tons



Axiom Variable Speed VSH/VSV Models
Horizontal or vertical; eFlex™ Variable Speed compressors and fans; Single and three phase voltage; 2 - 5 Tons



Axiom High Efficiency Console GEC Model
ASHRAE 62 indoor air quality compliant; Quiet operation; 0.5 - 1.5 Tons



Axiom Vertical Stack GET Model
Multiple capacities & cabinet sizes; Available in PSC or ECM motors; Flexible air supply options; Integrated controls; 0.75 - 3 Tons



Axiom Water-to-Water EXW Model
Co-axial heat exchanger; Rackable modular design; 5, 10, 20 Tons



Axiom Rooftop GWS Model
Boiler/Tower or Geothermal applications; Multiple configuration options; Microprocessor controls; 3 - 20 Tons

Air Handling Units



Performance Climate Changer® - Catalog
Indoor or Outdoor; Up to 15000 CFM; 2" R-13 Foam Insulated Panels; Factory-Engineered & Mounted Controls



Performance Climate Changer® - Semi-custom
Indoor or Outdoor; Up to 60000 CFM; ; up to +/-10.0 inches w.g.; 2", R-13 or 3", R-19; Foam Insulated Wall panels; Flexible Dimensions



Trane Custom Models TCFS & TCPA
Indoor & Outdoor; 1500 - 200,000 CFM; -12.0 to +12.0 inches w.g.; Thermal Performance with R-Values up to 26

Terminal Units



Compact Vertical Blower Coil Model BCCD
Indoor; 800-2000 CFM; ECM Motors, Factory-Engineered & Mounted Controls



Blower Coil Model BCHD/BCVD
Indoor; 400 - 3000 CFM; ECM motors; Factory-Engineered & Mounted Controls



CoolSense® Terminal Unit
Up to 1300 CFM; Variable speed ECM or constant-fan speed; Tracer® UC400 controller (available with Air-Fi wireless)



VariTrane® Model VC*F
Single Duct Variable Air Volume Boxes; 25 - 8000 CFM



VariTrane® Model VDDF
Dual Duct Variable Air Volume Boxes; 80 - 8000 CFM

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VariTrane® Model VF**
Fan-Powered Variable Air Volume Boxes; 200 - 3300 CFM; Parallel or Series Configuration



VariTrane® Model LF**
Low Height Fan-Powered Variable Air Volume Boxes; 100 - 1800 CFM; Parallel or Series Configuration



VariTrane® Model VRRF
Round Inlet/Round Outlet RetroFit Variable Air Volume Boxes; 25 - 4000 CFM



UniTrane® Model FC*B
Horizontal or Vertical Fan Coil; Cabinet, Recessed or Compact Configurations; 200 - 1200 CFM



UniTrane® Model FCV
Vertical High Rise Fan Coil Units Vertical stack fan coil; 300 - 1200 CFM



Force-Flo™ Model FF*B
Horizontal or Vertical Cabinet Heater; Concealed or Recessed Configurations; 200-1200 CFM



Model VUVE
Vertical Unit Ventilators; 750 - 1500 CFM



Model HUVC
Horizontal Unit Ventilators; 750 - 2000 CFM



Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam



Model UHWA/UHAA/UHRA/ UHXA/UHEC/UHCA
Electric Unit Heaters



Indoor Gas Heating Units
Unit Heaters & Duct Furnaces

Split Systems



Split Systems
Cooling & Heat Pump; Gas, Electric, or Hot Water Heat; 1.5 - 5 Tons



Odyssey™ with Symbio™
Symbio Connectivity & phone app; Full & part load efficiencies; Up to 13.1 IEER; 6 - 25 Tons



RAUI
Air-Cooled Condensing Units; Available with Remote Chiller Evaporators; 20 - 120 Tons



CAUI
Air-Cooled Condensers; 20 - 120 Tons

Dedicated Outdoor Air



Horizon® DOAS
DX Packaged (Air and Water Cooled)
- Low Dew Point capability
- ERV
- AHRI 920



Mixed Air Unit
- Brings in up to 100% fresh air
- ASHRAE 90.1 compliance
- Provides adequate dehumidification at full load conditions
- Double walled-insulation with insulated base ban

Make-Up Air Gas Heating Units



Model GSAA
Indoor Gas-Fired Make-Up Air Handlers; Standard & High Efficiency; 100 - 1200 MBH



Model GRAA
Outdoor Gas-Fired Make-Up Air Handlers; 100 - 1200 MBH



Model AHOA
Packaged Air Handlers; Cooling, Make-Up Air, & Ventilation



VFD

Trane TR150/TR200 Variable Frequency Drives; 6, 12, 18 Pulse

Engineered Systems

Controls and Equipment
- Comprehensive Chilled Water
- Central Geothermal
- Thermal Battery™ Air-cooled Chiller Plant
- Thermal Battery™ Cooling and Heating
- Intelligent Variable Air System
- Zoned Rooftop System
- Variable Refrigerant Flow
- CoolSense™ Integrated Outdoor System

Energy Services

We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results.

IAQ Solutions

Today there are more ways than ever to manage and monitor indoor air quality, while keeping your goals for cost and sustainability in sight. Trane is a leader in indoor air quality. We can help you align with air quality guidelines set by the Centers for Disease Control using innovative technologies and proven solutions.

Trane Building Services

Help reduce operating costs and extend the life of your equipment with planned maintenance from Trane.

Consulting Engineer Portal

Trane offers expert HVAC systems, solutions, and support for every stage of a building lifecycle, including quick links to design and analysis tools, education and training, BIM and CAD drawings, prepackaged solutions, and energy analysis tools.
Visit www.traneengineer.com

Trane Rental Services

Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers, Portable A/C Units

Trane Creative Solutions

Customized Trane Equipment Modifications including: Multizone Replacements, Water-Side Economizer Coils for Air-Cooled Chillers, Packaged Air-Cooled Ice Storage Systems, Acoustical Attenuation

For more information visit
trane.com/commercial

TRANE

Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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PROD-SLB060-EN
08/18/2021

PRODUCT INFORMATION MATRIX

- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

1. HVAC Equipment and Products

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
CHILLERS							
Air-cooled chillers	Air-Cooled Scroll Chillers	CGAM	Scroll Chiller Model CGAM (trane.com)	20 to 130 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Series R Helical Rotary Chillers	RTAC	Series R® Helical Rotary Chiller Model RTAC (trane.com)	140 to 500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Sintesis Air-Cooled Chillers	RTAF	Sintesis® Air-Cooled Chillers (trane.com)	115 to 520 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers	ACS	Ascend™ Air-Cooled Chillers Model ACS (trane.com)	140 to 230 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers with Integrated Free Cooling	ACR	Ascend® ACR Chillers (trane.com)	150 to 550 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Air-Cooled Oil-Free Magnetic Bearing Chillers	TACA	Air-Cooled Oil-Free Magnetic Bearing Chillers (trane.com)	60 to 440 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-to-Water Heat Pump	ACX	Ascend® ACX Chillers (trane.com)	140 to 230 tons cooling; 1500 to 2500 MBh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	SuperMod	PACV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Manhattan Gen II	TPAC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic	ARTC	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic (trane.com)	60 to 1500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Water-cooled chillers	Water-Cooled Helical Rotary Chiller	RTUD, RTWD, RTHD	Water-Cooled Helical Rotary Chiller (trane.com)	80 to 450 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	CenTraVac Water-Cooled Chiller	CVHE, CVHF, CVHH, CVHM, CDHG, CDHH, CDHF	CenTraVac Water-Cooled Chiller (trane.com)	120 to 4000+ tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Agility Centrifugal Water-Cooled Chiller	HDWA	Agility® Centrifugal Water-Cooled Chillers (trane.com)	175 to 425 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Thermafit™ MiniMod™	ACW	Trane Modular Chiller Model TACA	60 to 1000 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	SuperMod	PWCV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	PolyTherm	V30-V60	PolyTherm™ modular chiller (trane.com)	30 to 480 tons cooling; 450 to 7,200 Mbh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Manhattan Gen II	TPWC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Compressor chillers	Cold Generator Scroll Chillers	CICD, CGWR, CCAR	Cold Generator Scroll Chillers (trane.com)	CCID 20 to 85 tons; CGWR/CCAR 20 to 75 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
UNITARY SYSTEMS THAT COMBINE HEATING, COOLING, AND FAN SECTIONS							
Rooftop systems	Impack - 14 SEER, 15 SEER, 16 SEER	4*CC4, 4* CY4; 4* CY5; 4* CZ6	Impack (trane.com)	2 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Foundation®	EBC, GBC	Foundation® (trane.com)	3 to 5 tons; 7.5 to 12.5 tons; 15 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Voyager® 2 & 3	T*D, T*H, Y*D, Y*H; TC,TE, YC	Voyager® Rooftop Units (trane.com)	12.5 to 25 tons; 27.5 to 50 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Rooftop systems	Precedent®	TS*,YS*; TSJ,YSJ; WS*, DS*; TH*, YH*; WH*,DH*; TZ*, YZ*	Precedent® Rooftop Units (trane.com)	3 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	IntelliPak®	S*HL, S*HK	IntelliPak (trane.com)	20 to 162 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Split systems	Smaller Split Systems	4TTA3, 4TTA4, 4TTA7, 4TTL6, 4TTR3, 4TTR4, 4TTR6, 4TTR7; 4YWA4, 4TWA7, 4TWL6, 4TWR5, 4TWR6, 4TWR4, 4TWR7; GAF2, GAM5, TAM6, EM4, TEM6	Split System Air Conditioners and Heat Pumps (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Gas Furnaces and coils	S8X1, S8X2, S9V2-PS, S9V2-VS, S9X1, S9X2, TDD2-9B, TUD2-9B, 4PXA-U, 4PXC-U/D, 4TXC-DS, 4TXF	Gas Furnaces and Indoor Coils (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Odyssey™	TTA, TWA, TWE	Odyssey™ Split Systems with Symbio Controls (trane.com)	6 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Large Split Systems	RAUJ, CAUJ	Large Commercial Condensers (RAUJ CAUJ) (trane.com)	20 to 120 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Self-contained systems	Intellipak® Modular Series	SCW/R; SIW/R	Intellipak® Modular Series (trane.com)	20 to 35 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	Modular Self Contained™	SCWM	Modular 40 to 80 Tons (trane.com)	40 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	IntelliPak™ Signature Series	SC/I - W/R	Signature 20 to 110 Tons (trane.com)	20 to 110 tons WC, 25 to 60 tons AC	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Water source heat pumps	Axiom™ High-Efficiency Console WSHP	GEC	Console WSHP (trane.com)	.5 to 1.5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Horizontal and Vertical WSHP	EXHV/DXHV; VSHV; GEHV	Axiom™ Horizontal and Vertical Water Source Heat Pumps (trane.com)	.5 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Rooftop WSHP	GWS	Rooftop WSHP (trane.com)	3 to 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Vertical Stack WSHP	GET	Axiom™ Vertical Stack Water Source Heat Pump (trane.com)	.75 to 3 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Water-to-Water WSHP	EXW	Axiom Water-to-Water WSHP (trane.com)	5, 10 & 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
AIR HANDLING SYSTEMS							
Performance Air Handlers	Catalog Air Handlers	UCCA	Catalog Air Handlers | Industrial HVAC Heating and Cooling (trane.com)	3 thru 30	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Semi-Custom Air Handlers	CSAA	Semi-Custom Air Handlers | HVAC Air Conditioning Units and Systems (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Custom Air Handlers	CSAA, PSCA, TCFS, TCPA	Custom Air Handlers | Industrial HVAC Cooling and Heating Systems (trane.com)	10,000 to 200,000+ CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Blower coil air handlers	Blower Coil Air Handlers	BCHD, BCVD, BCCD	Blower Coil Air Handlers | Terminal Devices, Blower Coils, Unit Heaters (trane.com)	400 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Make-up air gas heating systems	Indirect Fired Make-Up Air	GGAA/GZAA	Indirect FiredMake-Up Air Gas Heating System (trane.com)	100 to 1,200 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger Delayed Start-up	Contact Trane Office
Air handler options	Motorized Impeller Fan Array	MI	Motorized Impeller Fan Array (trane.com)	Up to 15 Fans	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air handler options	Sensible Assisted Membrane	SAM	Sensible Assisted Membrane (trane.com)	Customized Airflow	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air cleaning options (IAQ)	Trane Catalytic Air Cleaning System	TCATS	Trane Catalytic Air Cleaning System	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Air cleaning options (IAQ)	CDQ® Desiccant Dehumidification	CDQ	CDQ® Desiccant Dehumidification (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
TERMINAL DEVICES							
Unit heaters	High Efficiency Gas Heaters	HI-050 to 400	High Efficiency Gas Heaters (trane.com)	50 to 400 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	S & P Unit Heaters	UHSB, UHPB	S&P Unit Heaters (trane.com)	8 to 705.6 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Electric Unit Heaters	UHEC, UHXA, UHRA, UHWA, UHAA	Electric Unit Heaters (trane.com)	2 TO 100 Kw	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GRAA, GFAA, GSAA	Gas Unit Heaters (trane.com)	100 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GT, GH, GA, GB, GK	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GLNE, GMNE, GNNE, GTNE, GUNE, GVNE	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GGAA	Gas Unit Heaters (trane.com)	100 to 800 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	AHAA/AHBA	Gas Unit Heaters (trane.com)	1500 to 14,000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit ventilators	Classroom Unit Ventilators	HUVC, VUVC	Classroom Unit Ventilators (trane.com)	750 to 2000 CFM - Horz. 750 to 1500 CFM Vert.	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	UniTrane® Fan Coil	FCAB, FCBB, FCCB, FCDB, FCEB, FCHB, FCJB, FCPB	UniTrane® Fan Coil	200 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Vertical High Rise Fan Coil	FCVA	Vertical High Rise Fan Coil (trane.com)	300 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Sensible Cooling Terminal Units	LDCF, LDEF, LDWF	Sensible-Cooling Terminal Devices | Terminal Device Solutions (trane.com)	4" to 8" Primary	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Variable air volume	VariTrane® Round In Round Out	VRRF	VariTrane® Round In Round Out	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Single Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Single Duct Terminal Units	0 to 8000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Dual Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Dual Duct Terminal Units	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Fan Powered Terminal Units	VPCF, VPWF, VPEF, VSCF, VSWF, VSEF	VariTrane® Fan-Powered Terminal Units	0 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Low-Height Fan-Powered Terminal Units	LPCF, LPWF, LPEF, LSCF, LSWF, LSEF	VariTrane® Low-Height Fan-Powered Terminal Units	0 to 1950 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
DUCTLESS VARIABLE REFRIGERANT VOLUME UNITS							
Variable Refrigerant Flow	N-Generation CITY MULTI® VRF						
Variable Refrigerant Flow	R2 Series	R2	N-Generation CITY MULTI® VRF (trane.com)	72 to 336MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Y Series	Y	N-Generation CITY MULTI® VRF (trane.com)	72 to 432 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	S Series	S	N-Generation CITY MULTI® VRF (trane.com)	36 to 48 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Indoor Units	TPLFYP, TPMFYP, TPCFYP, TPKFYP, TPWFYP, TPEFYP, TPVFYP, TPFFYP	N-Generation CITY MULTI® VRF (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Horizon DOAS	OAB, OAD, OAG, OAK, OAN	N-Generation CITY MULTI® VRF (trane.com)	3 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	P Series	PUY, PUZ	P Series (trane.com)	12 to 42 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Nv Series	NTYS, NTYM, NTXS, NTSM	Nv Series (trane.com)	6 to 60 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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DEDICATED OUTDOOR AIR SYSTEMS							
Dedicated outdoor air solutions	Trane® HorizonTM Outdoor Air Units	OAB, OAD, OAG, OAK, OAN	Horizon® Air and Water Source Heat Pumps (trane.com)	3 to 54 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Horizon™ Dedicated Outdoor Air Systems	OABD, OABE, OADD, OADE, OAGD, OAGE, OAKD, OAKE, OAND, OANE	Horizon® Dedicated Outdoor Air Systems (trane.com)	3 to 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Mixed Air Unit	HAEA	Mixed Air Unit (trane.com)	10 to 15 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
REPLACEMENT COILS							
Chilled and Hot Water Coils, Steam, DX	Air Heating and Cooling Coils	3W, 3U, W, WL, WP, UW, UP, 5W, WD, LL, UU, 5D, D1, D2, K, P2, P4, P8, UA, TT, T, ST, NS, N, 3F, UF, H4, FD, H3, F3	Air Heating and Cooling Coils (trane.com)	2 to 12 Rows	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
AUTOMATION EQUIPMENT							
Controls & Building Automation Systems (BAS)	Tracer® Ensemble		Tracer Ensemble Enterprise Building Management Systems (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Tracer® SC+		Tracer® SC+ (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Lighting Control Solutions		Lighting Solutions (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Air-Fi® Wireless Communications		Air-Fi® Wireless Communications (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Pivot® Smart Thermostat System		Pivot® Smart Thermostat System (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Controls and BAS	Sensors - CO_2, Temperature, and Combination Temperature and Humidity	Sensors (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Power and Energy Meters	Power and Energy Meters (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
PARTS AND AFTERMARKET PRODUCT						
	Trane® OEM Parts	Trane® OEM Parts | Trane Supply				Contact Trane Office
	Chemicalsfor HVAC Professionals	Chemicals | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Airflow and Motors	Motors, Air Flow and Drives | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Equipment	HVAC Equipment | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Indoor Air Quality and Filters	Indoor Air Quality | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Controls and Electricalfor HVAC Professionals	Controls and Electrical | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Compressors & Valvesfor HVAC Professionals	Compressors & Valves | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Installation Supplies, Tools and Test Instrumentsfor HVAC Professionals	Installation & Testing Tools | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Refrigerant Handlingfor HVAC Professionals	Refrigerant Handling | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	General Productsfor HVAC Professionals	General HVAC Parts | HVAC Parts & Supplies | Trane Supply				Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
OTHER HVAC PRODUCTS							
Energy Storage	Calmac Thermal Storage Systems	Model C & A	Thermal Energy Storage Solutions (trane.com)	C - 41 to 486 Ton-Hours, A - 41 to 162 Ton-Hours	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Precision Cooling	Computer Room Air Conditioners (CRAC) Direct Expansion (DX)	CRAH, CRAC	Computer Room Air Conditioners (CRAC) Direct Expansion (DX) (trane.com)	6 thru 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Frequency Drives	TR200 Series	TR	TR200 Series (trane.com)	1.5 to 1350 HP	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Pumps	TACO Pumping Solutions (Example)	TACO	Taco Comfort Solutions | Leader in Hydronics and Pump Solutions	Custom Sizes			
Pumps	PACO Pumping Solutions (Example)	PACO	PACO Pumps | FUSION PUMP	Custom Sizes			
Cooling Towers	Baltimore Air Coil (Example)	BAC	Global | Baltimore Aircoil	Custom Sizes			
Cooling Towers	SPX (Example)	SPX	Cooling Towers - SPX Cooling Towers	Custom Sizes			
Cooling Towers	Other manufactures available						
Heat Exchangers	Alfa Laval (Example)	AL	Gasketed plate-and-frame heat exchangers | Alfa Laval	Custom Sizes			
Heat Exchangers	Other manufacturers available	EH	Shell-and-tube heat exchangers | Alfa Laval				
Packaged Chiller Plants	TAS Packaged Chilling Products	TAS	Modular Products & Solutions | (tas.com)	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	Contact Trane Office
Multistack Module Chiller Systems	Modular Air Cooled	ASF,ASP,ARP	Modular Solutions Air-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Modular Water Cooled	MSD,MSH,MSR,MSS	Modular Solutions Water-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Multistack Module Chiller Systems	Packaged Solutions	ASC,ASM,HSS,ACF	Packaged Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Maglev Solutions	ACF,MSF,MSH	MagLev Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Heating Solutions	ARA,VME	Heating Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Multipro	MP	MultiPRO - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Auragreen	AG	AuraGreen - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Heat Recovery Systems	Energy Recovery Systems (Example)	AE	Energy Recovery Wheels | HVAC Systems | Airxchange	Custom Sizes			
Energy Recovery Ventilator	RenewAire Energy Recovery Systems (Example)	SL-75	RenewAire Energy Recovery Ventilation - ERVs	Custom Sizes			
Boilers & Hot Water Heaters	Lochinvar Boiler Systems (Example)	CREST	CREST with Hellcat™ Combustion Technology | Lochinvar	Custom Sizes			
Process Coolers	Filtrine (Example)	PCP,POC,PC	Chiller Systems | Industrial Chiller Manufacturer | Filtrine	Custom Sizes			
Tempspec Unit Ventilators	Classroom Air Conditioners	VUD,VUF,VDT	Standard Unit Ventilators - Temspec	800 - 2000 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Vertical Stacked Fan Coil Units	TL,TF,TR	Vertical Stacked Fan Coil Units - Temspec	300 - 1200 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Filtration	Air Medic	Filtration - Temspec	Custom	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Solar Collector Systems	Solar Photovoltaics (Example)	PV	Home Solar plus Storage Solutions | SunPower	Custom			

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Solar Collector Systems	Solar Thermal (Example)	ST	Solar Thermal Heating Systems (Commercial & Residential) Solar Water Heater Installers in CT (sun-windsolutions.com)	Custom			
Water Treatment	Pump replacement, reservoir upgrades/repairs, UV system repair/upgrade/replacement, chemical use evaluation/ upgrade, conveyance system upgrades/replacements, pump station upgrades/replacements including pumps, SCADA, etc. water meter replacement and infrastructure improvements		Lakota-Wastewater-Treatment-Plant (trane.com)				
KCC Products	MSP Technology	MSP	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Heat Exchangers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Dehumidifiers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
INSTALLATION AND SERVICES						
Installation of new equipment	Startup and commissioning services					
Maintenance of existing systems	Service and maintenance					
Upgrading of existing infrastructure	Wastewater Treatment Plant design build services					
	Pump replacements, blower replacements, SCADA upgrades, clarifier overhaul and/or replacement, digester improvements or replacements, thickening system improvements or replacements/dewatering systems, process improvements/changes, aeration system improvements or replacements, piping, alternative energy including turbines, cogeneration, solar, heat recovery, membrane replacement/new installation, pump stations refurbish or build new, force main or gravity main replacement/installation, UC system installation/replacement, chemical use evaluation and amendments, VFD installation/replacement, all design build contracting services.	Lakota-Wastewater-Treatment-Plant (trane.com)				
Turnkey services	Solar photovoltaic					

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Turnkey services	Wind turbines						
Turnkey services	Thermal heating systems						
Turnkey services	Alternative energy HVAC						
Turnkey services	Geothermal heat pumps						
Turnkey services	Lighting technology						
Turnkey services	Pumping systems						
Turnkey services	Microgrid						
Turnkey services	Energy storage						
Turnkey services	Solar daylighting						
Turnkey services	Biomass plants						
Turnkey services	Solar thermal domestic water heating						
Turnkey services	Solar transpired wells						
Installation and services	Retrofit, new construction, energy retrofit, controls new- and upgrade and other		Energy Conservation Measures (trane.com)				
Installation and services	Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other						
Installation and services	Professional Services -Engineering, Design, Drafting, Architectural, Project Management and other						

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3. Related Products, Solutions, and Other Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
HVAC EQUIPMENT CONTROLS						
Equipment controllers	Symbio Equipment Controllers	Symbio (trane.com)	N/A			
ANCILLARY SERVICES						
Wellsphere	Wellsphere™ addresses the four elements of indoor environmental quality	Wellsphere™ (trane.com)	N/A			
Wellsphere	Air Quality	Element of Air (trane.com)	N/A			
Wellsphere	Thermal Comfort	Element of Thermal (trane.com)	N/A			
Wellsphere	Lighting	Element of Lighting (trane.com)	N/A			
Wellsphere	Acoustics	Element of Acoustics (trane.com)	N/A			
Wellsphere	Assessment	Assess (trane.com)	N/A			
ENERGY PROGRAMS						
Energy & Sustainability	Energy Analysis & Monitoring	Energy Analysis & Monitoring (trane.com)				
Energy & Sustainability	Active Energy Management	Active Energy Management (trane.com)				
Energy & Sustainability	Renewable Energy & DERs	Renewable Energy & Distributed Energy Resources (trane.com)				
Energy & Sustainability	Energy Conservation Measures	Energy Conservation Measures (trane.com)				
Energy & Sustainability	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
Energy & Sustainability	Digital Services	Digital Services (trane.com)				

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Operate, Maintain & Repair	Connectivity & Cloud Services	Connectivity & Cloud Services (trane.com)				
Operate, Maintain & Repair	HVAC System Management	HVAC System Management (trane.com)				
Operate, Maintain & Repair	HVAC System Repair	HVAC System Repair (trane.com)				
DESIGN AND ANALYSIS TOOLS						
Design Tools and Software	Design and Analysis Tools	Design Tools (trane.com)	N/A			
Design Tools and Software	TRACE® 3D Plus Load Design	TRACE® 3D Plus Load Design (trane.com)	N/A			
Design Tools and Software	Trane® Design Assist™	Trane® Design Assist™	N/A			
Design Tools and Software	myPLV®	myPLV Design Tool (trane.com)	N/A			
Design Tools and Software	VariTrane Duct Designer	Varitrane Duct Designer	N/A			
Design Tools and Software	Trane Pipe Designer	Trane Pipe Designer	N/A			
Design Tools and Software	Trane Acoustics Program	Trane Acoustics Program	N/A			
Design Tools and Software	Trane Engineer's Toolbox	Trane Engineer's Toolbox	N/A			
Design Tools and Software	TRACE 700	TRACE 700 (trane.com)	N/A			
Design Tools and Software	Calculators & Charts	Calculators & Charts (trane.com)	N/A			

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
RENTAL AND LEASE SERVICES						
Rental and lease services	Trane HVAC Rentals	HVAC Equipment Rentals (trane.com)				
FINANCIAL SERVICES						
	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
	OMNIA Partners	OMNIA Partners (trane.com)				
	Anticipation Discount Program	Anticipation Discount Program (trane.com)				
	Energy Savings Contracting	Energy Savings Contracting (trane.com)				
TRAINING AND/OR EDUCATIONAL SERVICES						
	Trane HVAC Education & Training	Education & Training (trane.com)				
	Trane University	Trane University				
	Trane Education Center	TRANE Education Center - Browse Catalog (tranetechnologies.com)				
	Engineers Newsletters & Engineers Newsletters Live!	Engineers Newsletters (trane.com)				
MUNICIPAL SERVICES						
	Building Systems Upgrades	Building Systems (trane.com)				
	HVAC System Retrofits	HVAC System Retrofits (trane.com)				
	Existing HVAC Equipment Upgrades	HVAC Equipment Upgrades (trane.com)				

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
	New building construction/ replacement including civil/earthwork, tankage, landscape along with energy conservation/LEED services					
	Indoor Air Quality, Acoustics, Lighting	Wellsphere™ (trane.com)				
	Window replacement					
	Building Envelope					
	Solar	Renewable Energy & Distributed Energy Resources (trane.com)				
	Roof repair/replacement					
	Streetlights					
	Parking Lot Lights					
	Pump Station /Lift station design build services					
	Generator replacement/upgrade					
	Vehicle retrofit for sustainable fuel/biofuel, electric, etc.					
	Charging station installation					
	Smart Cities - traffic signals, photo radar, photo streetlights, 5G	Local Government (trane.com)				
	Energy Conservation (Mechanical, Electrical, Utility, Civil, Structural and Architectural)	Energy Conservation Measures (trane.com)				
Engineer & Contractor Support	Supporting Engineers who are designing the future	Consulting Engineer (trane.com)				

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Engineer & Contractor Support	Trane Contractor Solutions		Contractor (trane.com)				
Engineer & Contractor Support	Customer Direct Service		CDS Support Home (custhelp.com)				
Engineer & Contractor Support	BIM and Selection Tools		BIM and Selection Tools (trane.com)				
Engineer & Contractor Support	Civil Engineering						
Engineer & Contractor Support	Structural Engineering						

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TECHNICAL INFORMATION

- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

All necessary technical information relating to the operation of equipment and systems, along with a list of spare parts recommended by manufacturers with part numbers to maintain and efficiently run the systems and equipment **are furnished by product type per job**. We do not furnish parts lists anymore as it is now maintained electronically. In order to save valuable time and paper resources, we have chosen to provide a sample of how we provide this information to our customers. Additional information is provided via link in the Product Information Matrix.

d. Record Keeping and Processing System

d. Describe Bidder's record keeping and processing system for work performed.

ONLINE ACCESS TO RECORDS

- Bidder's ability to provide online access to records.

Trane's ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, ComfortSite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

EXPEDITING DELIVERY OF PRODUCT

- State any options for expediting delivery of product.

Trane's product order entry system, TOPPS, provides the ability of both emergency and rush orders. This system is unique in that it allows the flexibility of integrating the ERO (rush) orders into the standard order system without disruptions or excessive costs.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

Quick Ship Option Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-

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cooled **Packed Stock Product** and water- cooled chillers, rooftops, ducted split systems to suit your needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

BACKORDER POLICY

- State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?

Trane strives to provide on-time delivery for all orders placed. Occasionally the Company is unable to immediately fill an order. In these instances, the back- ordered items or materials are automatically scheduled and delivered once the fill- rate is complete. In most instances, the Participating Public Agency would not be required to re-order items and would automatically receive the items when available.

RESTOCKING PROCEDURES FOR RETURNS

- State restocking procedures for returning products, if applicable.

Returns must have prior written approval by Company and are subject to restocking charge where applicable.

SPECIAL PROGRAMS

- Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.

Comfortsite

ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, Comfortsite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

TOPPS

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TRANE'S CAPACITY TO BROADEN CONTRACT SCOPE

- Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

Whenever a new product offering or service becomes available to the field, Trane will provide documentation for inclusion onto the HVAC Equipment and Services contract. This submission would include such information as suggested price discounting, market analysis, expected market penetration, related marketing materials for various vertical areas and technologies included. Once added the contract, Trane would market the additions thru internal eNewsletters, webinars, local seminars, and direct contact.

TRANE'S SAFETY POLICY

- Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

Safety Program and OSHA Practices Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61.



Safety Planning is woven into Trane's Construction/Installation Approach. An Environmental, Health and Safety (EH&S) Specialist is assigned to every project. This position is organizationally-independent and has the authority to stop work — or material in process — that does not meet quality installation and safety standards. The EH&S Specialist is responsible for standards (procedures, programs, and guidance) and compliance throughout all phases of project delivery.

The EH&S Specialist is involved in recurring review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training — 20 hours per year
- Electrical safety — NFPA 70E compliant, electrical PPE
- Fall protection

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- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



Subcontractors are thoroughly pre-screened and qualified to fully vet their safety records and ratings, citation history for the last five years, OSHA (Occupational Safety and Health Administration) logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane's safety department requires strict compliance with the company's safety policies and all OSHA requirements

QUALITY CONTROL

- Describe Bidder's quality control processes.

Trane leverages industry-leading systems including ISO, Lean-Six Sigma, UL, CE, and other internal/external quality standards to ensure top quality products are provided to customers. Quality policy and programs are coordinated by our corporate functions and completed on a by product line and site of manufactured basis. Specific policy can be reviewed by specific area when required. Incremental to these key programs that are reviewed monthly by leadership team members, Trane products also have utilized four (4) initiatives to provide cost saving areas for our customer: ICS: Integrated Control Systems. The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System in place, Trane can provide our BAS system at a packaged program price.; D.F.T.: Demand Flow Technology, a mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Six Sigma

Trane has adopted Six-Sigma initiatives at all levels of the company to improve the processes managed by our business units. All employees in each manufacturing process are trained to QC manufacturing steps. Statistical samples of finished goods are routinely inspected to monitor product quality. Corporate keeps open dialogue with employees and distributors to monitor our quality of service and response.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions as specified in both ARI as well as ASHRAE. Trane then follows this performance with the industry's premier warranty and service

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support to ultimately provide the best value to the end users. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane, from the factory to the field sales offices.

Our engineers are committed to continuous improvement across all our product lines. They work tirelessly to increase energy efficiency and performance for all our systems, from light commercial to large, applied solutions. It's our depth of experience that makes Trane commercial systems the best in the business.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.

PROBLEM ESCALATION

- Describe Bidder's problem escalation process.

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

The process used to expedite a service call to a service repair quotation starts with the initial service request. The Call Center time and date stamps each service call entry as well as informing the project manager, assigned to the account, of the service request. Once the technician is on the job and has identified the problem, he contacts the project manager and explains the problem and the recommended solution. Our project manager will then contact the customer's representative with the verbal repair quotation, estimated time for repair and request for approval. If the repair can be made at the time the technician is at the jobsite, he will be informed to perform the repair; if not, the project manager will inform the customer's representative with the scheduled repair date. All the project managers carry cell phones and are easily reached any time of the day or night. As an added means of assuring customer satisfaction, the communication center will call each customer location after each scheduled maintenance and quoted repair service. The results of this satisfaction survey are electronically returned to the Trane Project Manager and if further actions are required, they will be immediately addressed. The results are compiled and submitted for the customer's review on a predetermined time frame.

After Hours

The after-hours call center has an escalation process should the primary on-call technician not acknowledge the first call within 15 minutes. If the secondary technician fails to respond in 15 minutes, the area service manager is that contacted. During normal business hours, the service dispatcher will initially assess the call priority. The customer has the option to engage with the service manager if they have issues, concerns or questions with the call response or repairs(s) performed.

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CUSTOMER COMPLAINTS

- Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?

Customer Satisfaction Survey

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Key Drivers for Fulfillment / Project Management:

- Functionality of the equipment/systems installed on the job
- Follow-up and follow through on commitments
- Labor resources assigned to the job
- Communication of schedule status
- Resolving issues as they come up

Key Drivers for Sales/Account Management:

- Level in expertise in developing solutions
- Responsiveness of account managers to questions and inquiries
- Time it took to provide a quote that met project requirements

A four-day Customer Satisfaction Training is delivered over 12 months to all offices. Below you will see the full training schedule:

Day 1

- Management Engagement
- Module 1: Understanding Expectations
- Module 2: Speak the Language of Excellence in Service

Day 2

- Module 3: Become a Master Communicator
- Module 4: Listening for Service Opportunities
- Module 5: The Power of a Good Question

Day 3

- Module 6: Dealing with Problems, Complaints and Concerns
- Module 7: Dealing with that Difficult Person
- Module 8: Restore and Rebuild Broken Relationships

Day 4

- Module 9: Communicating Under Pressure – How to be Calm and Effective
- Module 10: How to be a Customer Service Superstar
- Module 11: Achieve Customer Loyalty and Advocacy

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These surveys are analyzed, scored, and reviewed monthly. Low scores are immediately handled by Contracting Leaders. Area Service Managers are provided a score and trend quarterly. Low scores are immediately handled by the Service Manager. All employees have metrics in place to measure their role in customer satisfaction as well. District scores are published within the company, breeding a friendly-competition and best practice sharing for continuous improvement.

POST-INSTALLATION SUPPORT

- Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.

Optimizing HVAC System

To help you ensure that the customer's new system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane B*uilding Services provides startup services with comprehensive HVAC Startup Services and HVAC warranty service agreements.*

HVAC Warranty Service Agreements

Trane provides a variety of extended warranties to allow customers another opportunity to manage their ongoing costs of operations. The nature of Trane HVAC equipment, and truly any mechanical equipment, means that it requires service as it operates. While they receive a standard parts warranty as the original purchaser, our extended warranties help them project their costs and protect their business against increases in material and/or labor costs.

Operating and Maintaining Building

Trane offers HVAC unit repair services that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Upgrade and Improve Existing System

Compressor and control renewal options offered by Trane Building Services can help bring older chiller systems up to current standards. You can also upgrade chillers with the latest Trane HVAC upgrades. Add value to buildings by addressing energy management, environmental impact, compliance issues, and building lifetime planning through commercial HVAC contracting services and solutions. For temporary or special occasion cooling needs, Trane Building Services provides temporary chillers and rental options. We can also set up cooling contingency plans as part of an overall emergency preparedness plans for scheduled or emergency outages in buildings.

Building Services Commitment

The service professionals of Trane Building Services are committed to ensuring the equipment functions at its highest level of efficiency. With over a century of experience in the industry, Trane Building Services has a clear understanding of how facility management needs change as business and as technology changes. You can always trust Trane Building Services to deliver on promises and provide the highest level of industry knowledge and service for the government entities' equipment.

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First year parts and labor warranty support is offered by the Trane service group on Centrifugal chillers and water-cooled Rotary Chillers. All other equipment has a one-year parts warranty (unless extended warranties are purchased) and a labor warranty by Trane as part of the standard contract terms with U.S. Communities. Optional extended parts and labor warranties are offered and must be purchased prior to the units being started.

A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). Government entities can buy two different types of warranties thru Trane after the equipment has been shipped:

Option 1: Extended Service Warranty

- Warranty: All parts and labor warranty from Trane factory.
- Requirements: Trane Affiliated Service Company must do a minimum of four inspections.
- Eligible equipment: Trane equ*ipment that is still at least 2 months within standard 12/18 warranty with no major failures. Warranty must be purchased within 6 months of startup but not later than 16 months from shipment*
- Labor (and refrigerant) warranties must be purchased prior to i*nitial unit startup*

Option 2: Extended Service Warranty- Expanded

- Warranty: Parts warranty from Trane factory and Labor warranty from Trane Affiliated
- Service Company (good for the 2nd-5th year or 6th-10th year extended warranties).
- Requirements: Trane Affiliated Service Company must do a minimum of six inspections.
- Eligible equipment: Trane equipment that is either just out of the standard 12/18-month warranty OR will soon be out of an extended warranty (for example 2nd-5th year extended parts warranty). Warranty must be purchased within 6 months of startup but not later than 16 months from shipment
- Labor (and refrigerant) warranties must be purchased prior to initial unit startup
- After we complete the upgrades and construction for a Turnkey Contracting Services project, Trane will deliver the documentation needed to keep the investment working properly. We will provide one preliminary copy of as-built drawings—floor plans showing the actual building layouts—and an advance copy of the Operations & Maintenance (O&M) manual. Once these deliverables are reviewed and approved, Trane will submit two copies of final O&M documents, including:
  - As-built system or installation drawings (or both)
  - Equipment submittals
  - Service and maintenance procedure *manuals*
  - User and technical manu*als*

O&M Summary

Trane eliminates confusion and complexity about who is responsible for maintenance, repair which rest with the customer. As a large global company, we have the leverage to keep costs down for replacement parts—our own and those of other manufacturers. Our integrated approach means that

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Trane engineers and technicians are trained to work with many brands of equipment, and our extensive network ensures that we have resources close to your building.

At the same time, we have local expertise throughout the country – people who understand the climate, economy, utilities and issues your organization faces. They are your most valuable advisors.

Long-Term Operations and Maintenance Support

Upgraded building systems are meant to save money on energy and cost less to maintain for many, many years. Trane stands by customers to help keep systems working at top efficiency, reduce the chances of equipment failure, and give facilities management the expertise to reach new levels of efficiency. Trane offers a variety of ongoing support opportunities, including training in the optimal operation of HVAC systems. Trane can also provide remote systems monitoring and performance reporting.

DEFECTIVE PRODCTS

- Describe the process for replacement or repair of defective products and warranty related issues.

Process Steps For Replacement / Repair Of Defective Products & Warranty Related Issues

1. Determine if the problem is a unit or system problem.
2. If a unit problem, determine level of urgency—nonfunctioning, intermittent, etc.,
3. Parts or parts with labor?
4. Work with local office to schedule repair. We will ship all U.S. Communities projects with 1st year parts and labor warranties.

Parts and Labor Warranty. Parts Warranty – 12/18

- Trane new equipment warranty terms call for the replacement of defective parts discovered within 12 months of initial start-up or 18 months from date of shipment (12/18 terms), whichever is less.
- Extended parts warranties are also available

Trane Standard Warranty – 12/18

- Standard warranty states that our products will be free from defects in material and workmanship and have the capacities and ratings set forth in the submitted literature, provided that no warranty is made against corrosion, erosion, or deterioration.
- Same 12/18 terms as above

Quick Ship Option

Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

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UNIT REPAIR VS. UNIT REPLACEMENT

- Describe how Bidder evaluates and determines unit repair versus unit replacement.

Unit repair versus unit replacement is primarily based in pre-established warranties mutually agreed upon within the contract. One year from date of purchase is standard, additional extended warranties are available for purchase.

The following HVAC extended warranties are available for purchase before the ship date of the applicable equipment to give you added peace of mind:

Types of Extended Warranties

An extended Trane warranty is available for purchase before the ship date of the equipment.

- **Delayed Start-Up**: When start-up of new equipment will be delayed beyond six months after shipment, the delayed start-up warranty will postpone the commencement date of the first-year part warranty.
- **Whole Unit Parts Warranty**: The extended whole unit parts warranty begins at the expiration of the standard warranty. And like the standard warranty, the whole unit parts warranty will replace any covered part that is found to be defective in material or manufacture.
- **Compressor Warranty**: In the event a part in the compressor assembly of a Trane unit or a part in the motor/compressor assembly of a Trane centrifugal chiller covered by this warranty is found to be defective, this warranty will provide for a replacement compressor or part (at the discretion of Trane).
- **Labor Warranty**: When a part covered under warranty is found to be defective, the labor warranty will provide for labor to install the replacement part. Note that 'compressor only' labor warranty covers labor to replace applicable parts on that assembly only. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.
- **Refrigerant Warranty**: The refrigerant warranty will provide for replacement refrigerant to restore a unit to the proper refrigerant charge if a warranted part on the Trane unit is found to be defective.
- **Low Voltage Controls Parts Warranty**: The low voltage controls parts warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). The parts warranty begins at the expiration of the standard warranty and covers the low voltage controls components included in the PPS which are found to be defective in material or manufacture.
- **Low Voltage Controls Labor Warranty**: The low voltage controls labor warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). This warranty covers labor to repair/replace low voltage controls components included in the PPS option only. When a part covered under warranty fails, this warranty will provide labor to repair/replace the covered component. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.

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INVOLVEMENT OF OTHER COMPANIES

- Identify all other companies that may be involved in processing, handling, shipping, products and/or services.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance. Carrier specifics vary by mode, origin/destination points and customer requirements.

DISTRIBUTION FACILITIES

- Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.

Trane has 6 express warehouses, 2 Global parts warehouses, 11 plant sites, 25 retail parts centers, and 205 parts/supply facilities.

ORDER INFORMATION

- Provide order information to include available ordering methods and available payment terms.

Trane offices utilize a myriad of systems with which to conduct and manage the businesses. For commercial equipment, services, installations, energy services, etc., the offices utilize Sales Force for initial data entry and tracking. The information is then transferred into other online systems, depending on the project type.

Equipment projects begin with online selection tools that define unit capacity based on jobsite conditions. These tools also define the electrical requirements, weights, unit sizes and such. Once each unit is selected, the system then transfers these selections to online pricing tools and ultimately, to the manufacturing plants themselves for fabrication. Trane has many manufacturing plants located throughout North America. The type of equipment determines which plant will be used for fabrication as well as the necessary materials required, manufacturing timelines, labor resources, etc. Once the fabrication is complete, all items for a particular project are consolidated for shipment and ultimate delivery to the jobsite.

Service projects begin with an online estimating tool that helps define the necessary labor resources required to fulfil a specific task. Each task is the compiled into a complete job portfolio which then defines the ultimate size and scope of the service project. Service projects can vary in both size and complexity, involving a single or multiple technical resources as well as outside expertise.

Installation projects begin with an online estimating tool that will help define the overall project scope, necessary jobsite resources, materials necessary to fulfill a given scope of work, identified project risks, non-company labor trades required, etc. This tool will also help develop the overall project timeline, Gantt charting, material ordering points, etc.

Service repair parts are managed through an online system that determines product availability, stocking locations, unit pricing, stock replenishment points, etc. Service parts are available from local Trane commercial sales offices as well as several national parts stocking points. These retail outlets work with both the internal and external customers, such as agencies working through a Racine cooperative contract.

Most projects are extended net-30-day status for credit terms. Open terms are established based on the agency's credit worthiness and payment history. Agencies are encouraged to work with their assigned

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Trane account manager if other needs are required. Trane also offers pre-payment discount options should agencies wish to explore those project investment opportunities.

SUPPORT CENTERS

- Provide the number and location of support centers (if applicable).

Trane has 124 Project/Sales offices and 205 parts/supply facilities. Please note: some parts/supply facilities are located at the same address as project sales offices.

Project/Sales Offices			
State	**Function**	**Address**	**City**
Alabama	Birmingham, AL Sales Office	1030 London Drive, Suite 100,	Birmingham
Alabama	Huntsville, AL Sales Office	301 James Record Road, Building 200, Suite 100	Huntsville
Alabama	Mobile, AL Sales Office	124 E I-65 Service Road North	Mobile
Alabama	Montgomery, AL Sales Office	915 Lagoon Business Loop	Montgomery
Alaska	Anchorage, AK Sales Office	12101 Industry Way, Suite C1	Anchorage
Arizona	Phoenix, AZ Sales Office	850 W. Southern Avenue	Tempe
Arizona	Tucson, AZ Sales Office	4520 South Coach Drive	Tucson
Arkansas	Little Rock, AR Sales Office	10303 Colonel Glenn Rd.	Little Rock
Arkansas	Springdale, AR Sales Office	401 Skyler Street	Springdale
California	Fresno, CA Sales Office	3026 North Business Park Avenue, Suite 104	Fresno
California	Los Angeles, CA Sales Office	3253 E. Imperial Highway	Brea
California	Petaluma, CA Sales Office	1343 Redwood Way	Petaluma
California	Sacramento, CA Sales Office	4145 Delmar Avenue	Rocklin
California	San Diego, CA Sales Office	3565 Corporate Ct	San Diego
California/Pacific Coast Trane	Oakland, CA Sales Office	383 4th St. #202	Oakland
California/Pacific Coast Trane	San Francisco, CA Sales Office	310 Soquel Way	Sunnyvale
Colorado	Colorado Springs, CO Sales Office	4840 List Drive	Colorado Springs
Colorado	Denver, CO Sales Office	445 Bryant Street, Unit 5	Denver
Colorado	Fort Collins, CO Sales Office	2416 Donella Court, Unit D	Fort Collins
Colorado	Grand Junction, CO	2387 River Rd, Unit 110	Grand Junction
Connecticut	Hartford, CT Sales Office	716 Brook Street, Suite 130	Rocky Hill
Delaware/Seiberlich Trane	Wilmington, DE Sales Office	66 Southgate Blvd., Southgate Industrial Park	New Castle
Florida	Fort Myers, FL Sales Office	6461 Topaz Court	Fort Myers
Florida	Jacksonville, FL Sales Office	8929 Western Way	Jacksonville
Florida	Miami, FL Sales Office	2884 Corporate Way	Miramar
Florida	Orlando, FL Sales Office	2301 Lucien Way, Suite 430	Maitland
Florida	Pensacola, FL Sales Office	580 E Burgess Rd Suite A-2	Pensacola
Florida	Tallahassee, FL Sales Office	109 Hamilton Park Drive, Suite 1	Tallahassee
Florida	Tampa, FL Sales Office	902 Himes Avenue	Tampa
Florida	West Palm Beach, FL Sales Office	6965 Vista Parkway N, Ste. 11	West Palm Beach

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Georgia	Atlanta, GA Sales Office	4000 Dekalb Technology Parkway, Building 100	Atlanta
Georgia	Augusta, GA Sales Office	804 Trane Road	Augusta
Georgia	Macon, GA	125 Macon West Drive	Macon
Georgia	Savannah, GA Sales Office	3609 Ogeechee Road, Suite A	Savannah
Hawaii	Honolulu, HI Sales Office	2969 Mapunapuna Pl., Ste. 101	Honolulu
Idaho	Boise, ID Sales Office	351 North Mitchell St., Ste. 110	Boise
Illinois	Trane Chicago Sales Office	7100 S. Madison	Willowbrook
Indiana	Fort Wayne, IN Sales Office	6602 Innovation Blvd.	Fort Wayne
Indiana	Indianapolis, IN Sales Office	8100 E 106th Street	Fishers
Indiana	South Bend, IN Sales Office	3725 Cleveland Road, Suite 300	South Bend
Indiana	Evansville, IN Sales Office	1024 East Sycamore Street	Evansville
Iowa	Davenport, IA Sales Office	4801 Grand Ave	Davenport
Iowa	Des Moines, IA Sales Office	2220 NW 108th Street	Clive
Kansas	Kansas City Sales Office	11211 Lakeview Avenue	Lenexa
Kansas	Wichita, KS Sales Office	120 S. Ida Street	Wichita
Kentucky	Lexington, KY Sales Office	2350 Fortune Drive	Lexington
Kentucky	Louisville, KY Sales Office	12700 Plantside Drive	Louisville
Louisiana	Baton Rouge, LA Sales Office	11534 Cloverland Ave	Baton Rouge
Louisiana	New Orleans Sales Office	4013 N. I-10 Service Rd. West	Metairie
Louisiana	Shreveport, LA Sales Office	9225 Premier Ct	Shreveport
Maine	Portland, ME Sales Office	860 Spring Street, Unit #1	Westbrook
Maryland	Hunt Valley, MD Sales Office	10947 Golden West Dr., Ste. 100	Hunt Valley
Maryland/Boland Trane	Washington, D.C. Sales Office	30 West Watkins Mill Road	Gaithersburg
Massachusetts	Boston, MA Sales Office	181 Ballardvale Street, Suite 201	Wilmington
Massachusetts	Springfield, MA Sales Office	90 Carando Drive	Springfield
Michigan	Detroit, MI Sales Office	37001 Industrial Road	Livonia
Michigan	Flint, MI Sales Office	5335 Hill 23 Drive	Flint
Michigan	Lansing, MI Sales Office	3350 Pine Tree Road	Lansing
Michigan	West Michigan Sales Office	5005 Corporate Exchange Boulevard S.E.	Grand Rapids
Minnesota	Twin Cities Sales Office	775 Vandalia Street	St. Paul
Mississippi	Jackson, MS Sales Office	851 Wilson Drive, Suite A	Ridgeland
Missouri	Springfield, MO Sales Office	540 N. Cedarbrook	Springfield
Missouri	St. Louis, MO Sales Office	101 Matrix Commons Drive	Fenton
Montana/Armacost Trane	Billings, MT Sales Office	3311 4th Ave. North, Suite 4	Billings
Montana/Armacost Trane	Great Falls, MT	422 9th Street S. (59405), P.O. Box 2642 (59403)	Great Falls
Nebraska	Omaha, NE Sales Office	11937 Portal Road	La Vista
Nevada	Reno, NV Sales Office	5595 Equity Avenue, Suite 100	Reno
New Hampshire	Manchester, NH Sales Office	15 Constitution Drive, Suite 2K	Bedford

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Project/Sales Offices			
State	**Function**	**Address**	**City**
New Jersey	Trane New Jersey Sales Office	19 Chapin Rd., Bldg. B, Suite 200	Pine Brook
New Mexico	Albuquerque	5501 San Diego Avenue NE	Albuquerque
New York	Albany, NY Sales Office	301 Old Niskayuna Road, Ste. 1	Latham
New York	Buffalo, NY Sales Office	45 Earhart Drive, Suite 103	Buffalo
New York	Long Island, NY Sales Office	245 Newtown Road, Suite 500	Plainview
New York	New York, NY Sales Office	10-27 46th Avenue	Long Island City
New York	Rochester, NY Sales Office	75 Town Centre Drive, Suite 300	Rochester
New York	Syracuse, NY Sales Office	15 Technology Place	East Syracuse
North Carolina	Asheville, NC Sales Office	168 Sweeten Creek Road	Asheville
North Carolina	Charlotte, NC Sales Office	4501 S. Tryon Street	Charlotte
North Carolina	Greensboro, NC Sales Office	2025 16th Street	Greensboro
North Carolina	Raleigh, NC Sales Office	401 Kitty Hawk Drive	Morrisville
North Carolina/ Brady Trane	Wilmington, NC Sales Office	6736-A Netherlands Drive	Wilmington
North Dakota	Fargo, ND Sales Office	3417 7th Ave N, Suite D	Fargo
Ohio	Cincinnati, OH Sales Office	10300 Springfield Pike	Cincinnati
Ohio	Cleveland, OH Sales Office	9555 Rockside Road	Valley View
Ohio	Columbus, OH Sales Office	2300 CityGate Drive, Suite 100	Columbus
Ohio	Toledo, OH Sales Office	1001 Hamilton Drive	Holland
Ohio/Waibel Trane	Dayton, OH Trane Sales Office	7446 Webster Street	Dayton
Oklahoma	Oklahoma City Sales office	305 Hudiburg Circle	Oklahoma City
Oklahoma	Tulsa Sales Office	2201 N Willow Ave	Broken Arrow
Oregon	Portland, OR Sales Office	7257 SW Kable Lane	Portland
Pennsylvania	Allentown, PA Sales Office	5925 Tilghman St #300	Allentown
Pennsylvania	Harrisburg, PA	3909 TecPort Drive	Harrisburg
Pennsylvania	Pittsburgh, PA Sales Office	400 Business Center Drive	Pittsburgh
Pennsylvania	Tozour Energy Systems	3606 Horizon Drive	King of Prussia
Pennsylvania	Wilkes-Barre, PA Office	1185 North Washington Street	Wilkes-Barre
Rhode Island	Providence, RI Sales Office	10 Hemingway Drive	East Providence
South Carolina	Charleston, SC Sales Office	4951 Rivers Avenue	North Charleston
South Carolina	Columbia, SC Sales Office	111 Lott Court	West Columbia
South Carolina	Greenville, SC Sales Office	412 Fairforest Way	Greenville
South Dakota	Sioux Falls, SD	6225 South Pinnacle Pl., Ste. 101	Sioux Falls
Tennessee	Chattanooga, TN Sales Office	6138 Preservation Dr., Ste. 500	Chattanooga
Tennessee	Knoxville, TN Sales Office	5220 S. Middlebrook Pike	Knoxville
Tennessee	Memphis, TN	1775 Pyramid Place, Suite 100	Memphis
Tennessee	Nashville, TN Sales Office	601 Grassmere Park Dr., Ste. 10	Nashville
Tennessee	Kingsport, TN Sales Office	10384 Wallace Alley Street	Kingsport
Texas	El Paso, TX Sales Office	1405 Vanderbilt Drive	El Paso
Texas	Austin, TX Sales Office	9801 Metric Blvd, Suite 400	Austin
Texas	Corpus Christi, TX Sales Office	2828 Wow Road, Unit B	Corpus Christi
Texas	Dallas, TX	1617 Hutton Drive	Carrollton
Texas	Fort Worth, TX Sales Office	4200 Sylvania Ave.	Fort Worth

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Texas	Lubbock, TX Sales Office	8308 Upland Avenue	Lubbock
Texas	San Antonio, TX	9535 Ball Street, Suite 1100	San Antonio
Texas	Weslaco, TX Sales Office	1240 N. Votech Drive	Weslaco
Texas/Hunton Trane	Houston, TX Sales Office	10555 Westpark Drive	Houston
Utah	Salt Lake City, UT	2817 South 1030 West	Salt Lake City
Vermont	Burlington, VT Sales Office	177 Leroy Road	Burlington
Virginia	Richmond, VA Sales Office	10408 Lakeridge Pkwy., Ste. 100	Ashland
Virginia	Roanoke, VA Sales Office	2303 Trane Drive	Roanoke
Virginia	Norfolk, VA Sales Office	1100 Cavalier Blvd.	Chesapeake
Washington	Seattle, WA Sales Office	2333 158th Court NE	Bellevue
Washington	Spokane, WA Sales Office	11002 E Montgomery Drive, Suite #500	Spokane Valley
Wisconsin	Appleton, WI Sales Office	2500 N Lynndale Dr, Suite H	Appleton
Wisconsin	Madison, WI Sales Office	5302 Voges Road	Madison
Wisconsin	Milwaukee, WI Sales Office	234 W. Florida St, 6th Floor	Milwaukee

Parts/Supply Locations			
State	**Function**	**Address**	**City**
Alabama	Trane Supply	1030 London Drive	Birmingham
Alabama	Trane Supply	301 James Record Road	Huntsville
Alabama	Trane Supply	124 E I-65 Service Road North	Mobile
Alabama	Trane Supply	915 Lagoon Business Loop	Montgomery
Alaska	Trane Supply	12101 Industry Way	Anchorage
Arizona	Trane Supply	220 E Germann Rd	Gilbert
Arizona	Trane Supply	720 East Auto Center Dr	Mesa
Arizona	Trane Supply	21415 N 15th Lane	Phoenix
Arizona	Trane Supply	437 W. Fairmont Dr	Tempe
Arizona	Trane Supply	10115 W Van Buren	Tolleson
Arizona	Trane Supply	2165 N Forbes Blvd. Suite 107	Tucson
Arkansas	Trane Supply	19 Colonel Glenn Plaza Rd.	Little Rock
Arkansas	Trane Supply	401 Skyler Street	Springdale
California	Trane Supply	21720 Wilmington Ave	Carson
California	Trane Supply	20450 East Walnut Dr North	Diamond Bar
California	Trane Supply	3026 North Business Park Ave.	Fresno
California	Trane Supply	3631 San Fernando Rd	Glendale
California	Trane Supply	4380 Warehouse Court	North Highlands
California	Trane Supply	2222 Kansas Ave	Riverside
California	Trane Supply	4145 Delmar Avenue	Rocklin
California	Trane Supply	3565 Corporate Ct	San Diego
California	Trane Supply	15551 Redhill Ave	Tustin
California	Pacific Coast Trane	890 Service St. Unit A	San Jose
Colorado	Trane Supply	4840 List Drive	Colorado Springs

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Colorado	Trane Supply	445 Bryant Street	Denver
Colorado	Trane Supply	67 Inverness Dr East	Englewood
Colorado	Trane Supply	2416 Donella Court	Fort Collins
Colorado	Trane Supply	2387 River Rd	Grand Junction
Connecticut	Trane Supply	485 Ledyard St.	Hartford
Connecticut	Trane Supply	178 Wallace St.	New Haven
Connecticut	Trane Supply	47 Harbor View Ave.	Stamford
Delaware	Seiberlich Trane HVAC Parts & Supplies	66 Southgate Blvd.	New Castle
Florida	Trane Supply	12385 Automobile Blvd.	Clearwater
Florida	Trane Supply	970 N. Clyde Morris Blvd.	Daytona Beach
Florida	Trane Supply	2660 NW 89 Court	Doral
Florida	Trane Supply	6461 Topaz Court	Fort Myers
Florida	Trane Supply	16520 Scheer Blvd.	Hudson
Florida	Trane Supply	8929 Western Way	Jacksonville
Florida	Trane Supply	10592 Balmoral Circle E	Jacksonville
Florida	Trane Supply	12750 SW 125th Ave.	Miami
Florida	Trane Supply	11600 Miramar Parkway	Miramar
Florida	Trane Supply	544 Commercial Boulevard	Naples
Florida	Trane Supply	3401 Wd Judge Dr. Ste 110	Orlando
Florida	Trane Supply	9424 Southridge Park Court	Orlando
Florida	Trane Supply	580 E Burgess Rd.	Pensacola
Florida	Trane Supply	2103 SW 3 St.	Pompano Beach
Florida	Trane Supply	400 NW Enterprise Dr.	Port St. Lucie
Florida	Trane Supply	2224 72nd Terrace East	Sarasota
Florida	Trane Supply	109 Hamilton Park Drive	Tallahassee
Florida	Trane Supply	4720 East Adamo Drive	Tampa
Florida	Trane Supply	6965 Vista Parkway North	West Palm Beach
Georgia	Trane Supply	5980 Peachtree Rd.	Atlanta
Georgia	Trane Supply	804 Trane Road	Augusta
Georgia	Trane Supply	3547 Gentian Blvd	Columbus
Georgia	Trane Supply	2625 Pinemeadow Court	Duluth
Georgia	Trane Supply	5021 Old Dixie Hwy	Forest Park
Georgia	Trane Supply	2140 Barrett Park Drive	Kennesaw
Georgia	Trane Supply	125 Macon West Drive	Macon
Georgia	Trane Supply	3061 Kingston Ct. SE	Marietta
Georgia	Trane Supply	1175 Northmeadow Parkway	Roswell
Georgia	Trane Supply	3609 Ogeechee Road	Savannah
Hawaii	Trane Supply	2969 Mapunapuna Place	Honolulu
Idaho	Trane Supply	351 North Mitchell Street	Boise
Illinois	Trane Supply	2601 Beverly Dr.	Aurora
Illinois	Trane Supply	1322 Barclay Blvd.	Buffalo Grove
Illinois	Trane Supply	301 E Mercury Drive	Champaign
Illinois	Trane Supply	920 W. Pershing Rd.	Chicago

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Illinois	Trane Supply	1605 Eastport Plaza Dr	Collinsville
Illinois	Trane Supply	2410 Vantage Dr.	Elgin
Illinois	Trane Supply -	7950 West 185th St.	Tinley Park
Illinois	Trane Supply	7100 S. Madison St.	Willowbrook
Indiana	Trane Supply	1458 S. Liberty Dr.	Bloomington
Indiana	Trane Supply	14289 W Commerce Road	Daleville
Indiana	Trane Supply	6602 Innovation Blvd	Fort Wayne
Indiana	Trane Supply	5355 N Post Rd.	Indianapolis
Indiana	Trane Supply	2363 Perry Rd.	Plainfield
Indiana	Trane Supply	3725 Cleveland Rd	South Bend
Indiana	Trane Supply	1024 East Sycamore Street	Evansville
Iowa	Trane Supply	2165 NW 108th Street	Clive
Iowa	Trane Supply	4801 Grand Ave	Davenport
Kansas	Trane Supply	9972 Lakeview Ave	Lenexa
Kansas	Trane Supply	130 S. Ida Street	Wichita
Kansas	Trane Supply	2700 Bi State Dr.	Kansas City
Kansas	Trane Supply	2724 NE Independence Ave	Lee's Summit
Kentucky	Trane Supply	141 Center Street	Bowling Green
Kentucky	Trane Supply	1360 Donaldson Hwy	Erlanger
Kentucky	Trane Supply	2350 Fortune Drive	Lexington
Kentucky	Trane Supply	12850 Plantside Drive	Louisville
Kentucky	Trane Supply	1000 E. Market Street	Louisville
Louisiana	Trane Supply	6316 Fieldstone Drive	Baton Rouge
Louisiana	Trane Supply	530 Elmwood Park Blvd.	Harahan
Louisiana	Trane Supply	5400 Pepsi St. Suite H	Harahan
Louisiana	Trane Supply	9225 Premier Ct	Shreveport
Maine	Trane Supply	860 Spring Street	Westbrook
Maryland	Trane Supply	899 Airport Park Rd.	Glen Burnie
Maryland	Trane Supply	2208 Greenspring Dr.	Timonium
Maryland	Boland HVAC Parts & Supplies	30 W. Watkins Mill Road	Gaithersburg
Massachusetts	Trane Supply	100 Messina Dr.	Braintree
Massachusetts	Trane Supply	5A Polito Dr.	Shrewsbury
Massachusetts	Trane Supply	90 Carando Drive	Springfield
Massachusetts	Trane Supply	96 Commerce Way	Woburn
Massachusetts	Trane Supply	1050 Holt Ave.	Manchester
Michigan	Trane Supply	1947 S Industrial Highway	Ann Arbor
Michigan	Trane Supply	2410 Austins Parkway	Flint
Michigan	Trane Supply	1200 Monroe Ave NW	Grand Rapids
Michigan	Trane Supply	3350 Pinetree Road	Lansing
Michigan	Trane Supply	33725 Schoolcraft Rd.	Livonia
Michigan	Trane Supply	251 Executive Dr.	Troy
Minnesota	Trane Supply	7860 12th Ave South	Bloomington
Minnesota	Trane Supply	800 Berkshire Lane	Plymouth
Minnesota	Trane Supply	720 Vandalia Street	St. Paul

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Mississippi	Trane Supply	851 Wilson Drive	Ridgeland
Missouri	Trane Supply	3663 Corporate Trail Dr.	Earth City
Missouri	Trane Supply	101 Matrix Commons Drive	Fenton
Missouri	Trane Supply	2101 West Sunset St.	Springfield
Montana	Armacost Trane Supply	3311 4th Ave. North	Billings
Montana	Armacost Trane Supply	422 9th Street South	Great Falls
Nebraska	Trane Supply	4408 S 108th St	Omaha
Nevada	Trane Supply	4375 South Valley View Boulevard, Suite D	Las Vegas
New Hampshire	Trane Supply	1050 Holt Ave. Unit 11	Manchester
New Jersey	Trane Supply	26 Chapin Road	Pine Brook
New Jersey	Trane Supply	3005 Hadley Rd.	South Plainfield
New Jersey	Trane Supply	800 Huyler St.	Teterboro
New Mexico	Trane Supply	5501 San Diego Avenue NE	Albuquerque
New York	Trane Supply	51 Railroad Ave.	Albany
New York	Trane Supply	115 49th St.	Brooklyn
New York	Trane Supply	2916 Walden Ave, Suite 250	Depew
New York	Trane Supply	6211 E. Molloy Rd.	East Syracuse
New York	Trane Supply	12 Skyline Dr.	Hawthorne
New York	Trane Supply	40-01 Crescent St.	Long Island City
New York	Trane Supply	245 Newtown Road	Plainview
New York	Trane Supply	1046 University Ave.	Rochester
North Carolina	Trane Supply	168 Sweeten Creek Road	Asheville
North Carolina	Trane Supply	4501 S. Tryon Street	Charlotte
North Carolina	Trane Supply	8810-B Airpark West Dr.	Charlotte
North Carolina	Trane Supply	1265 19th St Ln NW	Hickory
North Carolina	Trane Supply	12857 Independence Blvd.	Matthews
North Carolina	Brady Parts Center	6736-A Netherlands Drive	Wilmington
North Carolina	Brady Parts Center	8408 Triad Drive	Greensboro
North Carolina	Brady Parts Center	4306 Bennett Memorial Rd.	Durham
North Carolina	Brady Parts Center	4437 Beryl Road	Raleigh
North Dakota	Trane Supply	3417 7th Ave N	Fargo
Ohio	Trane Supply	10300 Springfield Pike	Cincinnati
Ohio	Trane Supply	2300 City Gate Drive	Columbus
Ohio	Trane Supply	2188 North Wilson Rd	Columbus
Ohio	Trane Supply	7446 Webster St.	Dayton
Ohio	Trane Supply	1001 Hamilton Drive	Holland
Ohio	Trane Supply	6050 Towpath Dr	Valley View
Oklahoma	Trane Supply	2205-A N Willow Ave	Broken Arrow
Oklahoma	Trane Supply	3450 S. MacArthur Blvd.	Oklahoma City
Oregon	Trane Supply	7244 SW Durham Road, Ste. 100	Portland
Pennsylvania	Tozour Trane Parts Center	2 Executive Dr.	Moorestown
Pennsylvania	Trane Supply	5925 Tilghman St.	Allentown

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Pennsylvania	Trane Supply	102 Four Coins Dr. Ext.	Canonsburg
Pennsylvania	Trane Supply	122 Equity Dr.	Greensburg
Pennsylvania	Trane Supply	491 Blue Eagle Ave.	Harrisburg
Pennsylvania	Tozour Trane HVAC Parts & Supply	480 Drew Court	King of Prussia
Pennsylvania	Trane Supply	3042 New Beaver Ave.	Pittsburgh
Pennsylvania	Trane Supply	1185 North Washington Street	Wilkes-Barre
Rhode Island	Trane Supply	333 Niantic Ave Unit B	Providence
South Carolina	Trane Supply	412 Fairforest Way	Greenville
South Carolina	Trane Supply	4951 Rivers Avenue	North Charleston
South Carolina	Trane Supply	130 Monroe Dr.	Simpsonville
South Carolina	Trane Supply	2180 Chesnee Highway	Spartanburg
South Carolina	Trane Supply	1510 Key Road	West Columbia
South Dakota	Trane Supply	609 North Kiwanis Ave.	Sioux Falls
Tennessee	Trane Supply	4157 South Creek Rd.	Chattanooga
Tennessee	Trane Supply	1609 Amherst Rd.	Knoxville
Tennessee	Trane Supply	355 Mason Road	La Vergne
Tennessee	Trane Supply	6972 Appling Farms	Memphis
Tennessee	Trane Supply	4140 Getwell Rd.	Memphis
Tennessee	Trane Supply	601 Grassmere Park Drive	Nashville
Tennessee	Trane Supply	10390 Wallace Alley Street	Kingsport
Texas	Trane Supply	26 Walter Jones Blvd., Suite E	El Paso
Texas	Trane Supply	4905 New York Ave.	Arlington
Texas	Trane Supply	9801 Metric Blvd.	Austin
Texas	Trane Supply	2209A Rutland Dr.	Austin
Texas	Trane Supply	4401 Freidrich Lane	Austin
Texas	Trane Supply	1617 Hutton Drive	Dallas
Texas	Trane Supply	503 W. Owassa Rd.	Edinburg
Texas	Trane Supply	4200 N. Sylvania Ave.	Fort Worth
Texas	Trane Supply	10665 Sanden Dr. Suite 180	Garland
Texas	Trane Supply	8308 Upland Avenue	Lubbock
Texas	Trane Supply	115 Industrial Blvd.	McKinney
Texas	Trane Supply	5590 South Buckner Blvd. #100	Mesquite
Texas	Trane Supply	2469 Freedom Dr.	San Antonio
Texas	Trane Supply	4940 Eisenhauer Rd.	San Antonio
Texas	Hunton Distribution	16335 Central Green Blvd.	Houston
Texas	Hunton Distribution	10560 Bissonnet Street Suite 100	Houston
Utah	Trane Supply	2817 South 1030 West	Salt Lake City
Virginia	Trane Supply	10404 Lakeridge Parkway	Ashland
Virginia	Trane Supply	1215 E. Market St.	Charlottesville
Virginia	Trane Supply	11205 New Albany Dr.	Fredericksburg
Virginia	Trane Supply	115 Bradley Dr.	Lynchburg
Virginia	Trane Supply	14000 Justice Rd.	Midlothian
Virginia	Trane Supply	2301 Trane Drive	Roanoke

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Virginia	Trane Supply	1104 Cavalier Blvd.	Chesapeake
Virginia	Trane Supply	230 Clearfield Ave Ste 126	Virginia Beach
Virginia	Trane Supply	507 Muller Ln.	Newport News
Washington	Trane Supply	19201 120th Ave NE	Bothell
Washington	Trane Supply	7302 26th St. E	Fife
Washington	Trane Supply	601 S. Alaska St.	Seattle
Wisconsin	Trane Supply	2500 N Lynndale Dr.	Appleton
Wisconsin	Trane Supply	4801 Voges Rd.	Madison
Wisconsin	Trane Supply	4512 W. Burnham	Milwaukee

CUSTOMER SERVICE

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.

Each office has its own 24/7/365 Emergency call number. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. Our goal is to respond to all emergency calls within 4 hours or less.

ORDERING PROCESS

- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

We prefer a single purchase order but will accept multiple purchase orders.

The process for receiving a PO is based upon a request (equipment, contracting, service) by a customer, an account manager will research the desired outcome from a systems perspective, suggest a solution and possible alternatives, and include a pricing scenario within a Trane proposal. Should the customer accept and sign the proposal, the order is entered and submitted to Financial Services for credit approval.

Alternatively, if the customer submits its contract/PO, utilizing pricing information provided by an account manager, an order is entered, any attached terms and conditions are reviewed by the Contract Management Department, and submitted to Financial Services for credit approval.

ORDER MANAGEMENT

- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.

Trane uses an Oracle-based platform for all phases of ordering, processing, delivery, and billing.

REPORTING

- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Trane can provide account procurement history including project type, dollars spent, purchase frequency and payment type. Trane does not have the ability of providing a "green spend" report format unless the project is identified as LEED during the purchase or construction phase.

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E. Bid Form Criteria

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format.

Trane response includes a product list price discount schedule identified by unit product code. Each product either manufactured or represented by Trane is identified by a unique product code and associated list price discount. Trane does not publish a "list price book" for Commercial HVAC products since product list price is project specific and is determined by unit type, size, electrical requirements, options, and warranty options. Trane's response also includes hourly labor rates, by trade type and geographic location. In addition:

- Trane will be responsible for compliance with any federal, state, or local prevailing wage laws.
- Trane's discount schedule will remain fixed for the duration of the contract, except for product obsoletion or new product introduction. Trane will request the addition of new products and services to the lead agency through a formal request, as opportunities present themselves.

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Appendix 1

Addendum 1, Addendum Acknowledgement

Racine County
WISCONSIN

Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
   Attachment D – National Cooperative Contract states "The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid." Page 12 states: "The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response." Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
   - Exhibit B – Administration Agreement, Example
   - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
   - Exhibit D – Principal Procurement Agency Certificate, Example
   - Exhibit E – Contract Sales Reporting Template
   - Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
Please confirm if "G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County" should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

<u>Modification</u>

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: **Trane U.S. Inc.**

Signature: _____

Date: **July 8, 2022**

Appendix 2

Exhibit A, Response for National Cooperative Contract

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each

state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Vendor teams
D. Regular business reviews to monitor program success
E. General contract administration

~~Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).~~

Trane has demonstrated its ability to deliver significant growth with a 2% administration fee and feels an increase will result in loss of business to other, lowered fee cooperative contracts.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a

national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating

Public Agencies;

B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

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

Trane U.S. Inc. (Trane), a wholly owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™—the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which

influenced building, system, and product design. In addition, control system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in 1999. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes $641 million in DOE ESPC projects. In 2004, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped $7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to customer and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities. In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.

Trane's History with Cooperative Contracting

Trane has been participating in regional and national public sector cooperative purchasing contracts since 1998. Originally managed through the Hunton Trane office, the first contract was awarded from TCPN (Texas Cooperative Purchasing Network) and ESC Region 4 and lasted until 2002. At that time, Trane U.S. was awarded a second contract from TCPN and ESC Region 4. These contracts were awarded based on best value and included all the products and services available from the Company at that time. Beginning in 2005, Trane was awarded our third contract from TCPN (Contract R4668) and was in effect thru 2010. Beginning in 2010, Trane was awarded our fourth contract from TCPN (R5045) which ran a total of 7 years in duration. Finally, in 2015, Trane was given another contract under TCPN (R150502) which lasted until 2019. For over 20 years, Trane was a vendor in good standing with TCPN and provided exceptional value and services to agencies piggybacking onto the contracts.

In 2015, Trane also began a relations with Harford County Public Schools and U.S. Communities with the award of 15-JLP-023. This contract ran in parallel with the TCPN award but was deemed the primary contract for use in North America. This contract was applicable in all 50 states and pertained to both the Company owned and independent commercial franchise offices. This

contract was fully executed thru it's 7-year potential plus an additional 6 months. In this time, Trane has seen exceptional year over year growth, delivering value to agencies utilizing the contract.

Trane was also awarded and Energy Services Contract from the Port of Portland and U.S. Communities. This contract, #1153, was initially awarded in 2017 and will run through 2023. At that time, the Port of Portland has the option to extend this contract for an additional five-years. Under this contract, agencies have the ability to secure Energy Services or Performance Contracting from Trane, improving their facility operational costs and savings.

Trane has demonstrated our ability to perform in the public sector markets using public procurement contracts similar to this RFP. We are anxious to help agencies achieve the same results utilizing the contract under Racine County.

B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies. See table below.

C. Number and location of support centers (if applicable) and location of corporate office.
Trane's Corporate Office is located at 800-E Beaty Street, Davidson, NC 28036. See table below for support center numbers/locations.

Trane Region/ Franchise	Salespersons	Project Managers	Number of Support Centers	
			Project/Sales Offices	Trane Supply Stores
Florida Region	106	38	8	19
Great Lakes Region	119	43	11	18
Greater Northeast Region	185	51	14	22
Kentucky/Indiana Region	29	23	3	6
Mid-America Region	117	51	11	14
Mid-Atlantic Region	92	30	6	10
Pacific NW/Rocky Mtn Region	86	31	10	12
Pacific SW/AZ/HI	116	43	11	18
Southeast Region	179	55	15	24
Southern Atlantic Region	113	53	10	17
Texas/N LA Region	120	40	8	14
Upper Midwest Region	91	27	7	16
Armacost Trane Franchise, MT	4	1	2	2
Boland Trane Franchise, MD	50	13	2	2
Brady Trane Franchise, NC	41	12	3	6

Damuth Trane Franchise, VA	24	15	1	3
Hunton Trane Franchise, Houston, TX	87		4	1
Pacific Coast Trane Franchise, CA	28	4	2	1
Seiberlich Trane Franchise, DE	11	10	3	1

D. Annual sales for the three previous fiscal years.

2019: $4.414B

2020: $4.408B

2021: $4.722B

a. Submit FEIN and Dunn & Bradstreet report.

Trane U.S. Inc. FEIN number is 25-0900465. A Dunn & Bradstreet report is provided as Attachment A.

E. Describe any green or environmental initiatives or policies. Trane's Gigaton challenge, LEED buildings, etc.

The Gigaton Challenge is Trane's commitment to eliminate one billion metric tons of CO2e from our customers' footprint by 2030. We lead by example and are committed to carbon-neutral operations and zero waste to landfills by 2030 and pledging to give back more water than used in water-stressed areas. Trane achieved our first set of science-based targets in 2018—two years early—and set bold new commitments for 2030. Our emissions reduction commitments align with the Paris Climate Accord net-zero targets consistent with limiting global temperature rise to no more than 1.5°C.

Energy Star Certification Trane's team includes a wide range of support services that help our customers project energy savings and sustainability successes. Our customers have access to Trane's internal resources for marketing, website development, living learning labs, energy accreditation programs, and grant or report preparation.

- **Marketing & Promotion of Energy Programs**: Trane has dedicated Public Relations resources to support our customer projects with press releases, media outreach, awards, and speaking engagements.
- **Application for an ENERGY STAR Label & LEED Certification**: Trane is actively involved with the Energy Star initiative and has helped customers achieve Energy Star status for their facilities. Trane also supports LEED initiatives and employs over 1,100 LEED Accredited Professionals companywide.
- **Calculation & Reporting of Emissions Reductions**: TRACE™ ® 700

software provides energy modeling of facilities, including an Environmental Impact Analysis designating CO2, SO2, and NOX impact on the environment. Active monitoring through TIS offerings will allow Trane to identify potential operational adjustments or new energy savings opportunities.

Trane's LEED Certified Facilities

Trane has been involved in hundreds of projects to help clients with LEED certification. Our corporate sustainability commitment has led us to LEED certification standards at several of our sites around the world.

- Trane San Antonio District Office, San Antonio, TX – LEED CI 2.0 (Silver)
- Trane Taicang Facility Building, Taicang, China – LEED NC 2.2 (Certified)
- Trane Taicang Office Building, Taicang, China – LEED NC 2.2 (Gold)
- Tozour Trane, King of Prussia, PA – LEED CI v2009 (Certified)
- Trane Arkansas Sales Suite, Little Rock, AR – LEED CI 2.0 (Certified)
- Trane 45 Earhart Drive, Buffalo, NY – LEED EB O&M (Certified)
- Trane St. Paul, St. Paul, MN – LEED EB O&M (Gold)

F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diversity is a business imperative at Trane and ingrained in our core values. Trane's corporate-level Supplier Diversity Program includes qualified diverse-owned businesses includes both large and small minority, woman, veteran, disabled, gay, lesbian, bisexual, and transgender owned businesses. At the local level, Trane has implemented a New England United (NEU) Diversity and Inclusion (D&I) network for Trane employees to participate in and help drive change in and outside of the company. All team members proposed for this project participate in these programs. Trane's M/WBE outreach efforts include:

- Contacting M/WBE small business trade associations/business development organizations and using the Small Business Administration's (SBA) website to identify potential partners
- Attending local, regional, and national small and minority business trade shows, Industry Days, and procurement conferences.
- Requesting sources from the System for Award Management (www.sam.gov) Dynamic Small Business Search.
- Documenting flow-down requirements to all subcontractors for small businesses utilization to maximize participation when practical
- Pledged commitment to inclusive sourcing through WEConnect International

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Trane will work directly with public agencies, as required, to determine the diversity spend required for each purchase. Once established, Trane will partner with agency approved local sub-contractors and ensure diversity requirements are met. Trane will report diversity spend as required. At the project level, Trane does the following to promote Small Business Participation:

- Trane will break out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation.
- Trane will conduct market research to identify subcontractors and suppliers through all reasonable means, such as performing online searches on the certified lists and holding pre-bid conferences.
- Trane will provide interested businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
- Trane will direct businesses that need additional assistance to various state and county programs which assists in obtaining bonding, lines of credit, required insurance, necessary equipment, supplies, materials, or

services.

- Trane will solicit small business concerns as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
- Trane will utilize the available services of small business associations; local, state, and federal small business assistance offices, and other organizations to encourage small business entities to certify and register with the state and local governments.
- Trane will participate in the formal mentor-protégé program with one or more small business protégés that results in developmental assistance to the protégé(s).
- Trane will advertise subcontracting opportunities in local newspapers.
- Trane will advertise subcontracting opportunities by sending emails to small business concerns local to that particular jobsite.
- Trane will keep the playing field level, allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.

I. Describe how Vendor differentiates itself from its competitors.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the Harford County Public Schools and U.S. Communities Contract (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, Trane secured the Port of Portland and U.S. Communities Contract. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services and has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Trane has booked

$1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.

Trane has a global network of offices and service/parts locations to deliver services. This offers the following advantages:

- Robust supply chain to sustain operations and rapidly restore service during emergencies
- 2,750 community-based, factory-trained service technicians provide local operational oversight, O&M, service-repair, and installation support
- Established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses
- Reduced travel and lodging costs to save agencies and taxpayers money

As one of the world's largest manufacturers/integrators of energy efficient HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS), Trane has the technical expertise to optimize energy efficiency, peak demand, and renewable power generation in public facilities. We build, test, certify, implement, and service best-in-class equipment with optimized full and part-load efficiency.

Trane is also a vendor neutral company, and we manage, install, commission, and service other manufacturer's systems. Trane provides BAS/EMCS system integration through both open (i.e. BACnet, LON, Modbus) and proprietary control protocols. We leverage our controls expertise to connect the resilient systems that modern sites rely on.

Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts for the Federal Government. Through these efforts, we have developed repeatable, best practice processes. In addition, Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings[1]

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

Trane U.S. Inc. is a multi-billion-dollar company and enters hundreds of transactions on an annual basis and, as such, become involved in claims and disputes that arise in the ordinary course of its businesses. As a large company, claims and suits are numerous as many claimants are hoping to tap the deep pockets of a large company. Many of these are unwarranted claims which often result in dismissal. Company-wide compiled data of this scope is not readily

[1] Data extrapolated from: Slattery, T. (2017). Reported Energy and Cost Savings from the Federal DOE ESPC Program: FY 2015 (ORNL/TM -2017/18).

available, and this information cannot be accurately ascertained without extensive and burdensome research. It is the policy of our company to settle claims and disputes amicably and to the satisfaction of our customers. Due to the large volume and because information related to settlements are confidential, we are unable to disclose detailed information on all litigation and claim matters. However, no such dispute or litigation is likely or expected to adversely affect Trane U.S. Inc.'s ability to perform hereunder. Trane has not been involved in a bankruptcy. Trane U.S. Inc. was recently re-formed due to reorganization under Trane Technologies, a $14B company. Although originally established in 1929, our new date of incorporation is May 1, 2020, in Delaware.

K. Felony Conviction Notice: Indicate if the Vendor

~~a. is a publicly held corporation and this reporting requirement is not applicable;~~

b. is not owned or operated by anyone who has been convicted of a felony; or

~~c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.~~

L. Describe any debarment or suspension actions taken against Vendor
Not applicable

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

See the "Product Information Matrix" for the full line of products and services offered by Trane.

B. 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.

Trane's regional sales representatives are located in our 124 Project/Sales offices across the country. Trane has pricing forms that are used for OMNIA projects and support the Master Agreement. We will provide pricing validation forms to verify pricing upon request.

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

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance.

Carrier specifics vary by mode, origin/destination points, and customer requirements.

D. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

Trane services products from our 124 sales/project offices and distributes through our 205 parts/supply locations, 6 express warehouses, and 11 manufacturing plant sites.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor'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 Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

The Trane offices have been associated with a national cooperative since it's inception and are intimately involved with a contract that encompasses HVAC equipment and services. Trane has a Cooperative Contracting Team dedicated to Sales and Marketing. This team drives marketing and sales messaging throughout North America and Canada and educates our sales teams with cooperative purchasing positioning. Our detailed plan for the first 90 days includes:

- Announcement in our quarterly Omnia newsletter, which is distributed to over 750 Trane employees and affiliates.
- Announcement on the Trane Commercial internal portal
- We will add information to the Trane Technologies Omnia Hub page where we place important documentation such as due diligence items, pricing, Power Points, contract award letters, newsletters and any pertinent information relevant to the topic.
- Our Omnia program managers will meet with individual sales offices, helping them to understand cooperative markets, targeted sales strategies and presenting the Trane story to the marketplace.
- Conduct regional workshops designed to promote the cooperative contracts, legal statutes, product and services pricing methodology, marketing tools and other topics designed to promote the contract(s). All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Trane and the customer, pricing,

and will ensure our sales teams are educated on how to drive sales in compliance with OMNIA Partners rules.

- One-on-one office visits

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, 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 Vendor'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 Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor 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 Vendor's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Bid;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online

registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Trane will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Trane's 90 plan to market the Master Agreement to participating public agencies will include:

- An email to over 80,000 direct customer contacts that receive Trane E-mail communications
- A co-branded press release within first 30 days-this would be both internal to Trane and sent to national publications and targeted industry publications
- Announcement of award through all applicable social media sites; these include Trane's Facebook presence, Trane Twitter presence and Trane's LinkedIn presence
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated Omnia internet web-based homepage with:
    - Omnia Logo
    - Link to Omnia website
    - Summary of contract and services offered
    - Due Diligence Documents including a copy of solicitation, copy of contract and any amendments, marketing materials

Co-developing a case study and pursue article placements with key publications

C. Describe how Vendor 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) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Trane uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Trane intends to position OMNIA Partners as a top tier cooperative partner.

D. Acknowledge Vendor 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.

Trane will provide its logo to OMNIA Partners and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners logo requires permission for reproduction.

E. Confirm Vendor will be proactive in direct sales of Vendor'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 Vendor'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

   As stated in our marketing plan, Trane can confirm these requirements will be met.

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

   i. Key features of Master Agreement

   ii. Working knowledge of the solicitation process

   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

   iv. Knowledge of benefits of the use of cooperative contracts

   As stated in our marketing plan, Trane can confirm these requirements will be met.

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

   i. Executive Support:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   ii. Marketing:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   iii. Sales:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

iv. Sales Support:
Chris Teller, cteller@trane.com, 917-440-2808
Jeremy Lee, Jeremy.lee@trane.com, 913-599-4664
Tina Bossen, tina.bossen@trane.com, 480-490-4502

v. Financial Reporting:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vi. Accounts Payable:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vii. Contracts:
Greg Spencer, gsspencer@trane.com, 469-442-6055

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team. Trane has a dedicated Strategic Programs team that drives the use of cooperatives for sales. Leading the group is Aaron Tanck, Director of Strategic Programs. Aaron oversees Greg Spencer, our Cooperative Program Manager. Aaron reports to Amber Mulligan, Vice President, Strategic Sales, who is the highest-level executive in charge of sales for Cooperative contracts. Amber.Mulligan@tranetechnologies, 910-233 -3594.

I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program. Trane's Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.

I. Explain in detail how Vendor 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.contract administration, etc.

Our OMNIA Partners marketing plan includes a coordinated effort between Trane and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, marketing materials, and tradeshows. All marketing materials will be available in hard copy and electronic format. Our Strategic

Program Leader, Greg Spencer, will continue to oversee the program, driving growth throughout the term of the Master Agreement.

J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trane's Public Agency sales under the OMNIA agreement for 2021 was $368.4M. Our top three Public Agency customers/total bookings for 2021 are as follows:

Customer Name	Total Bookings for 2021	Key Contact
Roanoke City Public Schools	$20,601,056.80	Jeff Shawver – Chief of Physical Plants Phone: 540-853-6306
Berwick Area School District	$20,300,560.00	Brent Crispell – Director of Building and Grounds
Hall County Board of Commissioners	$9,696,634.20	Phone: 570-759-6400
Suffolk Public Schools	$7,052,958.50	Brett Jockell – Superintendent and Director

K. Describe Vendor'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.

Trane account managers use Trane Select Assist (previously known as TOPSS) to quote and provide technical information for equipment sales. Additionally, our greater sales organization uses multiple Oracle based internal programs to facilitate contracting, equipment (both OEM Trane and buysell), service, controls, and parts orders. Trane maintains a customer focused approach with Salesforce.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor ~~will guarantee~~ projects each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Trane projects, but does not guarantee, OMNIA contract sales during the first three years to be:

$50M in year one (2022)

$200M in year two (2023)
$300M in year three (2024)

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Current supply chain environments will have an impact on these projections in addition to inflationary pressures, funding mechanisms, etc.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Trane, Inc. U.S. continues to offer competitive pricing to the public sector per the cooperative contract guidelines. Currently, these pertain to the Harford County Public Schools Contract 15-JLP-023 and the Port of Portland contract # 1153. Trane has established a strict process to assure agencies receive the correct pricing for the specific contract. This begins with assigning a specific cooperative quote number that identifies the agency as well as project being addressed. The process then dictates that the pricing follow strict contract guidelines including list price discounts for equipment, set hourly rates by trade for labor solutions and fixed mark-up guidelines for non-Trane materials being furnished to meet the project's scope. A combination of these assure that the agency is being provided the correct price for the specified scope of work.

Exhibit A

Dun and Bradstreet Report

D&B Finance Analytics

Printed By: Kevin Celestine

Date Printed: 06/29/2022

LIVE REPORT

TRANE U.S. INC.

Tradestyle(s): (SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ) 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 00-134-4621
Phone: +1 704 655 4000

Address: 800-e Beaty St, Davidson, NC, 28036, United States Of America
Web: www.trane.com
Endorsement: Kevin.Celestine@tranetechnologies.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	71	14 days beyond terms
Delinquency Score	60	Moderate Risk of severe payment delinquency.
Failure Score	2	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

COMPANY PROFILE

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
Piscataway, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

Employees
6,500

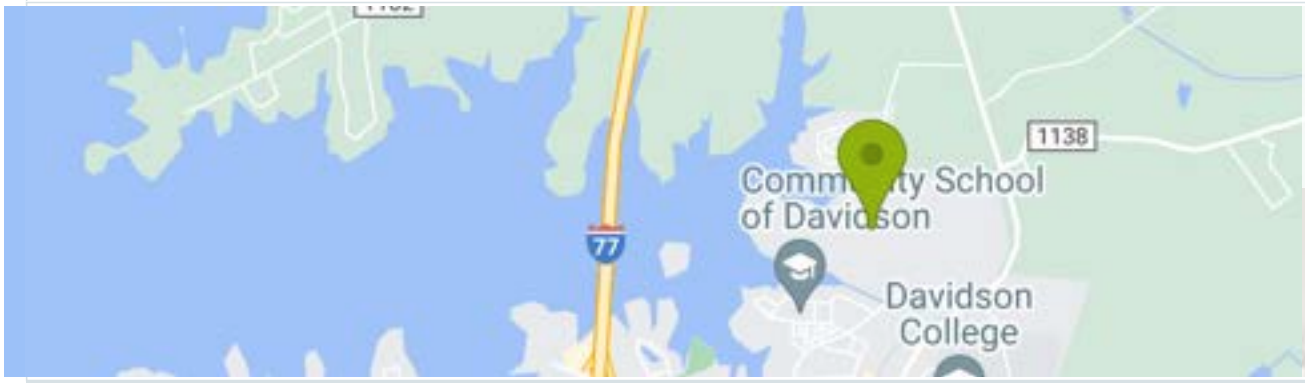
Age (Year Started)
93 Years (1929)

Named Principal
Dave Regnery, CEO

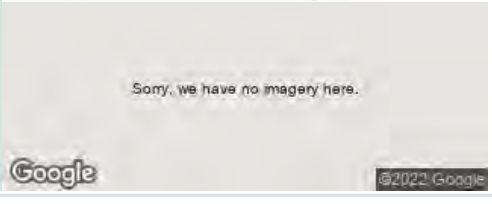
Line of Business
Mfg refrigeration/heating equipment

SIC
35850101

NAICS
333415



Street Address:
800-e Beaty St,
Davidson, NC, 28036,
United States Of America



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	**Some-Financial-Stress-Concerns**
Based on the predicted risk of business discontinuation:	**Moderately-Higher-Than-Average-Risk-Of-Financial-Stress**
Based on the predicted risk of severely delinquent payments:	**Moderate Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months

2.29 %

2

High Risk (1) — Low Risk (100)

Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months

4.75 %

60

High Risk (1) — Low Risk (100)

Past 12 Months

Low Risk

High Risk

VIABILITY RATING SUMMARY

Viability Score

4

High Risk (9) — Low Risk (1)

Data Depth Indicator

B

Descriptive (G) — Predictive (A)

Portfolio Comparison

5

High Risk (9) — Low Risk (1)

Financial Data	**Unavailable**

Trade Payments	
Company Size	
Years in Business	-

D&B PAYDEX®



14 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS



19 days beyond terms

PAYDEX® TREND CHART

This Company Industry Benchmark

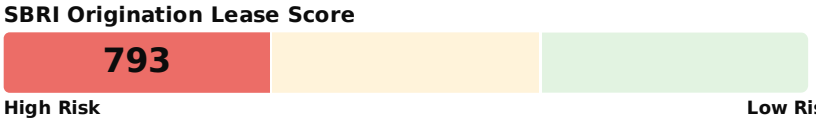
SBRI ORIGINATION

SBRI Origination Card Score



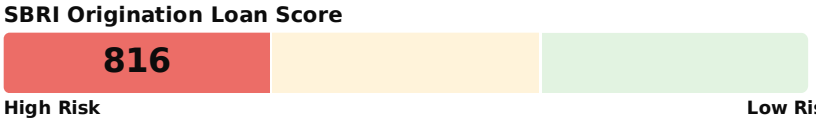
Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Lease Score



High Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Special Rating	Current Rating as of 11/05/2009
-- : Undetermined	

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	**0**	**-**
Judgements	**1**	**10/27/2017**
Liens	**10**	**10/24/2020**
Suits	**7**	**03/16/2020**
UCC	**421**	**02/07/2022**

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
7 Days

3 Months
From Apr-22 to Jun-22

7

High Risk (120+) **Low Risk (0)**

Days Beyond Terms Past 3 months : 7

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **353** payment experiences reported from **117** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

TRADE PAYMENTS

Highest Past Due:

700,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
4,000,000	715	8,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries
11

Branches
276

Total Members
888

This company is a Headquarters, Parent, Subsidiary.

	Domestic Ultimate	Global Ultimate
Name	**INGERSOLL-RAND US TRANE HOLDINGS CORPORATION**	**TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY**
Country	**UNITED STATES**	**IRELAND**
D-U-N-S	**96-330-6712**	**98-503-3590**
Others	**-**	**-**

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

No Data Available

ALERTS

There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN

No Data Available

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

Consecutive hikes in the Fed Funds Rate through end-2022 to fight stubborn inflation threaten to slow growth and increase unemployment.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Snapshot (CIS)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

Country Insight Report (CIR)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 793

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 860

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 816

KEY SBRI ATTRIBUTES

Total Balance
393,163.00

Credit Card Total Balance	20,526.00
Lease Agreement Total Balance	232,608.00
Loan Total Balance	140,029.00

Total Open SBRI Accounts
249

Total Exposure	615,294.00
Maximum Age of All Open Accounts	507.00 Months
Total Available Credit - Credit Card	215,656.00
Total Available Credit - Lines of Credit	16,500.00

Number Of Total Accounts Ever Cycle 2+
80

Time since most recent Cycle 2 on all accounts	1 Months
Worst Delinquent All Accounts	
Past 1-3 Months	Cycle 4
Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance	**562,268**
Total Past Due	**183,966**
Total Past Due Cycle 1	**38,930**
Total Past Due Cycle 2	**28,233**
Total Past Due Cycle 3	**14,209**
Total Past Due Cycle 4	**4,748**
Total Past Due Cycle 5	**97,844**
Total Charge Off Amount	**49,732**

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		05/31/2022	07/31/2020			79,900	79,900	140,029	0	0	0	0	0		
Term Loan		08/31/2009	12/09/2003			5,091		140,029							7,563
Term Loan		05/31/2022	06/22/2020			52,900	52,900	140,029	0	0	0	0	0		
Term Loan		03/31/2015	04/29/2014		9	15,747	1,369	140,029	0	0	0	0	0	0	
Term Loan		03/31/2015	04/30/2014		9	14,500	1,262	140,029	0	0	0	0	0	0	
Term Loan		02/28/2015	02/28/2014		10	15,188	2,643	140,029	0	0	0	0	0	0	
Term Loan		11/30/2013	12/31/2012	11/30/2013		20,165	0	140,029	0	0	0	0	0	0	
Term Loan		07/31/2013	08/10/2009	07/31/2013		229,525	0	140,029	0	0	0	0	0	0	
Term Loan		06/30/2007	04/16/2007	05/09/2007		2,247	0	140,029	0	0	0	0	0		
Lease Agreement		09/30/2014	09/02/2010			53,770	2,409	385,779	2,409	0	2,409	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			61,660	2,425	385,779	1,212	1,212	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		04/14/2016	10/30/2012	02/01/2016	18	0	1,317	385,779	1,317	439	439	439	0	0	
Lease Agreement		04/14/2016	11/30/2012	12/10/2015	18	33	17	385,779	0		0	0	0	0	10

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/06/2015	05/10/2012	02/11/2015	18	716	0	385,779	0		0	0	0	0	
Lease Agreement		03/04/2015	07/10/2012		18	240	608	385,779	480	240	240	0	0	0	
Lease Agreement		01/08/2016	09/30/2012		18	240	19	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2012		18	366	418	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	10/20/2012		18	67	163	385,779	0		0	0	0	0	
Lease Agreement		07/10/2015	09/10/2012	03/10/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/18/2014	10/30/2012		18	1,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2012	06/11/2014	18	0	32	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	03/30/2012		18	0	390	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/30/2011	01/02/2014	18	0	121	385,779	0		0	0	0	0	
Lease Agreement		07/16/2013	07/10/2012		18	79	537	385,779	237	79	79	79	0	0	
Lease Agreement		07/10/2015	12/10/2011	09/11/2013	18	2,554	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	06/21/2015	18	0	5	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/20/2003	12/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	03/21/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	03/30/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/30/2012	06/18/2014	18	0	2,980	385,779	2,367	789	789	789	0	0	
Lease Agreement		02/13/2012	10/20/2006	04/09/2009	18	4,446		385,779							4,488
Lease Agreement		05/07/2015	05/10/2012	02/11/2016	18	0	405	385,779	70	35	35	0	0	0	
Lease Agreement		01/02/2013	10/10/2006	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/20/2011		18	354	1,113	385,779	708	177	177	177	177	0	
Lease Agreement		04/14/2016	06/10/2009	03/11/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	04/20/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2010	09/10/2005	06/11/2009	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	04/20/2011	10/21/2015	18	513	410	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2009	09/10/2006	11/10/2009	18	0	231	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	06/21/2015	18	92	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/30/2006		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/10/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	06/10/2006	12/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/12/2013	10/27/2010	10/23/2013	36	193,623	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	01/30/2006	08/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	02/02/2016	18	0	650	385,779	440	110	110	110	110	0	
Lease Agreement		12/03/2014	10/20/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2015	10/07/2010		56	6,955	617	385,779	96	96	0	0	0		
Lease Agreement		01/02/2013	07/10/2005	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/01/2017	04/01/2008	01/09/2017	105	1,917	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	06/30/2005	01/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	02/20/2001		0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	01/10/2005	07/11/2009	18	207	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2011	04/21/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	12/20/2008	12/21/2011	18	49	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/30/2010	01/01/2015	0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/20/2004	12/21/2008	18	36	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/14/2013	07/29/2010	09/24/2013	36	149,112	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	12/30/2004	01/02/2009	18	60		385,779							385
Lease Agreement		06/02/2022	10/08/2003	11/04/2010		54,808	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/30/2003	04/21/2009	18	0	397	385,779	136	136	0	0	0	0	
Lease Agreement		06/02/2022	08/12/2003	11/04/2010		95,868	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/20/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	09/21/2010		278,861	65,183	385,779	60,169	0	0	0	0	60,169	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		02/28/2010	07/20/2003	01/21/2008	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	05/17/2006	03/12/2010		9,765	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	01/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2013	10/16/2006	09/22/2020	23	27,970	550	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	2,565	14	385,779	0		0	0	0	0	
Lease Agreement		08/31/2009	01/20/2007	04/21/2011	18	828	33	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	08/11/2003	01/14/2011		3,681	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	781	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	01/10/2007	10/25/2011	18	0	387	385,779	92	92	0	0	0	0	
Lease Agreement		06/02/2022	01/30/2009	05/17/2012		30,876	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2015		18	764	223	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	04/20/2006	04/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	06/30/2003	02/02/2011		253,994	36,150	385,779	31,753	0	0	0	0	31,753	
Lease Agreement		04/14/2016	09/30/2015		18	5,796	421	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	09/10/2004	12/08/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	07/21/2010		17,328	5,393	385,779	5,075	0	0	0	0	5,075	
Lease Agreement		04/14/2016	01/10/2015		18	101	102	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	04/10/2005	04/10/2008	18	0	179	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/10/2011	05/21/2015	18	0	71	385,779	0		0	0	0	0	
Lease Agreement		11/30/2020	10/30/2015		60	30,111	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	12/10/2000	10/30/2003	18	0	240	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2010	12/10/2013	18	0	130	385,779	41	41	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2015		18	60	98	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	12/30/2005	01/01/2011	18	1,860	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/10/2015	04/16/2010		21	7,437	0	385,779	0	0	0	0	0		
Lease Agreement		02/11/2016	06/30/2015		18	3,903	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	05/20/2006	11/14/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2010		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/10/2015		18	649	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2003	01/01/2006	18	1,344	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/20/2015		18	944	230	385,779	118	118	0	0	0	0	
Lease Agreement		11/30/2013	02/11/2010	03/17/2010	0	6,448	0	385,779	0	0	0	0			
Lease Agreement		12/31/2010	11/30/1998	05/19/2009	18	0	1	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	03/12/2010		21	6,480	0	385,779	0	0	0	0	0		
Lease Agreement		11/15/2020	06/09/2015	10/22/2020	6	23,550	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	04/10/2007	07/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/11/2016	03/30/2010	07/01/2015	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	03/10/2015		18	288	0	385,779	0		0	0	0	0	
Lease Agreement		02/13/2012	11/30/2006	03/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	12/30/2009		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		10/06/2015	02/10/2015		18	4,256	0	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2008		18	693	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	03/20/2010	06/21/2015	18	0	920	385,779	744	372	372	0	0	0	
Lease Agreement		04/10/2015	12/30/2014		18	646	333	385,779	116	58	58	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	729	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2011	12/01/2009	10/22/2011	18	642	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/10/2014		18	550	195	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	690	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	12/01/2009	07/12/2012	8	2,090	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/20/2014		18	1,320	307	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	07/30/2010		18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	07/10/2014		18	152	472	385,779	76	38	38	0	0	0	
Lease Agreement		02/28/2010	07/10/2004	10/11/2008	18	228	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	10/10/2010	09/28/2015	18	0	1,936	385,779	1,936	484	484	484	484	0	
Lease Agreement		04/14/2016	07/20/2014		18	243	81	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	282	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	01/30/2010		18	0	136	385,779	136	136	0	0	0	0	
Lease Agreement		06/30/2006	04/16/2002			3,355	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	372	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	2,570	2,570	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/10/2004	06/01/2009	18	0	36	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	2,849	2,849	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	03/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	08/24/1998	09/24/2001		10,428	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	09/20/2021		1	799	799	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	02/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2010	03/06/2000	09/12/2005	0	30,600	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	07/20/2021		1	711	7	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/10/2004	02/11/2009	18	0	29	385,779	0	0	0	0	0	0	
Lease Agreement		07/08/2008	06/26/2001			2,844	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	02/10/2020		7	2,841	2,841	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/20/2006	09/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2010	03/16/2007		15	28,080		385,779							21,059
Lease Agreement		05/31/2022	10/10/2020		4	371	371	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2006	07/11/2011	18	0	10	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/20/2016		18	704	201	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/30/2020		8	1,271	1,271	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/30/2010	08/01/2011	18	435	870	385,779	870	435	435	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	23,034	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2014	12/11/2015	18	219	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	03/30/2020		8	1,418	1,418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	12/30/2006		18	0	8	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	06/30/2014		18	945	29	385,779	0		0	0	0	0	
Lease Agreement		03/31/2021	09/29/2020	03/26/2021	5	37,649	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/30/2006		18	0	20	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2019	06/24/2014		60	114,600	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		04/30/2019	06/24/2014		58	46,516	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	50	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		04/13/2016	07/10/2005	08/28/2009	18	0	60	385,779	60	30	30	0	0	0	
Lease Agreement		01/08/2016	04/30/2014		18	3,684	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	03/30/2006	10/01/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/30/2014		18	1,104	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	12/30/2018		9	64	64	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2011	10/20/2007	07/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	01/30/2014		18	153	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	10/31/2017		57	62,750	3,795	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	01/10/2010	01/11/2015	18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	01/20/2014		18	1,620	298	385,779	0		0	0	0	0	
Lease Agreement		11/30/2021	06/30/2019		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/10/2001	01/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/03/2014	09/30/2013		18	703	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/20/2018		8	564	564	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/30/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2013		18	56	108	385,779	0		0	0	0	0	
Lease Agreement		06/30/2021	10/20/2018		5	162	1	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/30/1986	01/02/2008	18	0	280	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2013	12/11/2015	18	65	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/10/2011			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/20/2006	07/21/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	08/30/2013		18	210	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/20/2015			1,694	1,694	385,779	1,270	0	0	423	0	847	
Lease Agreement		12/03/2014	05/30/2003	06/01/2004	18	20	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2013	12/29/2015	18	5,664	78	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	01/30/2014		12	126	126	385,779	75	0	75	0	0	0	
Lease Agreement		01/31/2014	10/01/2009	01/29/2014	51	78,443	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	07/20/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	12/30/2014			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/07/2007	05/24/2004	07/31/2007	13	15,319	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	06/27/2007	01/28/2015	88	19,517	650	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	03/30/2016			158	158	385,779	158	0	0	0	158	0	
Lease Agreement		11/05/2008	11/12/2001	10/31/2008		5,256	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2013	08/14/2009	01/17/2014	12	3,000	563	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	04/05/2005	01/28/2015	115	33,310	1,214	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/30/2014		1	58	58	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2012	04/19/2006	02/13/2012	69	4,868	0	385,779	0	0	0	0	0		
Credit Cards		07/31/2009	05/02/1984	09/30/2007	0	2,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2014	06/29/2009	01/29/2014	54	78,548	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/10/2015		3	1,122	1,122	385,779	390	0	0	390	0	0	
Lease Agreement		11/26/2014	07/01/2013			25,900	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	05/26/2006	01/28/2015	104	17,196	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2020	02/10/2015		3	266	2	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	08/01/2006		1	22,501		385,779	112	112	0	0	0		
Credit Cards		09/30/2013	05/13/2008	11/29/2009	12	7,500		36,460							5,723
Lease Agreement		02/28/2014	12/29/2009	02/11/2014	48	15,032	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	12/10/2015		1	924	9	385,779	0	0	0	0	0	0	
Lease Agreement		12/19/2006	07/26/2001	11/30/2006	5	24,417	387	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2010	12/15/2003	01/20/2010	24	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/20/2013		18	1,452	693	385,779	0		0	0	0	0	
Lease Agreement		01/31/2003	02/25/2000			4,680	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	08/01/2006			7,657		385,779	0	0	0	0	0		
Credit Cards		11/30/2012	01/27/2010		0	2,459	669	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,430	0	385,779	0		0	0	0	0	
Lease Agreement		10/31/2003	02/28/2000	07/31/2003		103,200	0	385,779	0	0	0	0			
Lease Agreement		06/30/2011	05/26/2006		61	17,196	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	5,000	0	36,460	0	0	0	0	0	0	263
Lease Agreement		10/06/2015	05/10/2013		18	2,313	0	385,779	0		0	0	0	0	
Lease Agreement		08/31/2005	08/01/2003	05/03/2005	3	53,266		385,779	0	0	0	0			
Lease Agreement		11/02/2011	05/15/2006	08/17/2009	16	3,245		385,779	0	0	0	0			
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,295	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		11/30/2010	01/01/2010			47,297		385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/2000	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/11/2015	01/10/2013		18	419	0	385,779	0		0	0	0	0	
Credit Cards		05/31/2022	08/27/1999	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2016	10/01/2014		20	5,030	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2017	02/01/2014		25	33,658	0	385,779	0	0	0	0	0		
Lease Agreement		10/31/2016	07/01/2014			7,834	0	385,779	0	0	0	0	0		
Lease Agreement		04/10/2015	12/30/2012	04/01/2016	18	0	389	385,779	0		0	0	0	0	
Lease Agreement		04/28/2017	02/01/2014			77,527	0	385,779	0	0	0	0	0		
Lease Agreement		04/28/2017	01/01/2015			3,882	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	04/30/2010	06/16/2014	18	3,750	0	385,779	0		0	0	0	0	3,229
Lease Agreement		04/13/2016	12/30/2012		18	277	260	385,779	0		0	0	0	0	
Lease Agreement		10/29/2010	02/01/2009			70,945		385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010		1	4,181		385,779	0	0	0	0	0		
Lease Agreement		11/30/2007	11/14/2003	11/21/2007	15	4,695	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Lease Agreement		08/31/2007	01/01/2001			59,079	0	385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010			82,965		385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	04/01/2004		1	30,844		385,779	0	0	0	0	0		
Lease Agreement		10/31/2013	03/25/2010	10/31/2013		33,667	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,106		385,779	0	0	0	0	0		
Lease Agreement		03/01/2012	11/30/1997	08/28/1998		2,340		385,779	0	0	0	0			1,645
Lease Agreement		04/30/2010	10/01/2004			14,101		385,779	2,634	333	335	333	1,632		
Lease Agreement		06/30/2013	09/25/2009			24,184	1,044	385,779	522	522	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,798		385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	02/24/2005	02/19/2010	60	14,515	1,045	385,779	0	0	0	0	0		
Lease Agreement		05/31/2011	10/14/2004	03/09/2011	29	2,631		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		11/30/2016	12/01/2014			37,243	0	385,779	0	0	0	0	0		
Lease Agreement		08/31/2012	12/05/2007	08/31/2012	1	2,576	0	385,779	0	0	0	0	0		
Lease Agreement		12/01/2011	08/27/2004	09/27/2011		45,720		385,779	0	0	0	0			
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		09/30/2005	04/01/2004	07/04/2005	1	4,402		385,779	0	0	0	0			
Lease Agreement		12/31/2011	08/26/2000	12/05/2011	133	20,179	22	385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	10/01/2004		1	128,916		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	11/15/2000	08/22/2003		58,089	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		12/01/2011	07/15/2004	09/15/2011		45,720		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		07/15/2003	06/01/1998			3,155	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	08/26/2000		9	22,997	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			41,430	1,971	385,779	985	985	0	0	0	0	
Lease Agreement		07/31/2007	02/17/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,345	808	385,779	297	297	0	0	0	0	
Lease Agreement		08/31/2003	04/28/2003	07/29/2003	2	6,600	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	08/28/2009			24,304	526	385,779	526	526	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		01/31/2010	05/12/2003	10/20/2009		19,710		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/25/2008	03/31/2013		45,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2013	02/08/2008	03/31/2013		16,900	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		05/31/2005	05/15/2002			22,361	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Credit Cards		09/30/2008	08/02/2000	02/17/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2012	11/30/2007			32,500	575	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2006	05/29/2001	05/29/2006		24,042		385,779	0	0	0	0			
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Credit Cards		06/02/2008	03/03/1997	03/11/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		10/31/2001	09/28/1998		24	23,533	0	385,779	0						0
Lease Agreement		12/31/2014	12/31/2010			49,438	3,746	385,779	1,873	0	1,873	0	0	0	
Credit Cards		06/02/2008	10/09/1996	10/10/2002	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2010	04/01/2009		1	12,045		385,779	0	0	0	0	0		
Lease Agreement		05/31/2014	08/24/2010			19,754	495	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2002	07/30/1997	07/30/2002		17,100	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	10/30/2009	08/31/2013		23,685	0	385,779	0	0	0	0	0	0	
Credit Cards		12/02/2015	08/01/2005	11/14/2014	4	6,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	03/27/2000	01/04/2005		33,372		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Credit Cards		03/31/2011	01/12/1991	03/12/2004		1	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		04/30/2005	10/15/1999	10/15/2004		13,440		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/21/2009			52,345	1,192	385,779	1,192	1,192	0	0	0	0	
Credit Cards		02/28/2009	10/02/2000	10/30/2006			0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,225	1,017	385,779	508	508	0	0	0	0	
Lease Agreement		11/30/2003	07/06/1998	07/06/2001		5,652	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		09/30/2019	08/25/2004				14,054	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Lease Agreement		06/30/2003	07/16/1998		1	5,640	0	385,779	0	0	0	0			
Credit Cards		09/30/2019	03/03/1980				1,105	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		06/30/2006	04/30/2006	02/25/2007	2	11,500	1,425	36,460	88	88	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/12/2000	01/21/2008		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2007	07/18/2002	07/18/2005		4,029		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2015	12/31/2010	03/31/2015		55,886	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2004	12/13/2000	12/15/2003		2,850	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/02/2010			39,668	60	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/27/2000	04/28/2003		12,434	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			23,014	1,041	385,779	520	520	0	0	0	0	
Credit Cards		10/31/2008	04/06/2004	11/26/2008			494	36,460	87	20	0	20	47		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/30/2007	07/01/2001	07/02/2004	27	12,312		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		05/31/2022	06/27/2003	08/23/2011		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	11/25/2009	08/31/2013		20,027	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	07/27/2000	02/27/2003	4	806		385,779	0	0	0	0			
Lease Agreement		11/30/2013	12/29/2008	11/30/2013		30,507	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/17/2002	06/25/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,705	1,224	385,779	612	612	0	0	0	0	
Lease Agreement		01/31/2006	05/01/2001	10/20/2005	4	9,152		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/05/2008	03/31/2013		33,250	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/15/2002	07/01/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2013	12/27/2011	12/31/2013		87,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2005	07/28/2002	01/28/2005	19	1,119		385,779	0	0	0	0			
Lease Agreement		12/31/2014	12/31/2010			40,278	3,063	385,779	2,297	0	2,297	0	0	0	
Credit Cards		05/31/2022	05/14/2002	01/03/2010		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Lease Agreement		12/31/2006	03/02/2002	03/02/2004		2,112		385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/05/2002	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			55,886	1,099	385,779	1,099	1,099	0	0	0	0	
Lease Agreement		09/30/2004	12/17/1998	12/17/2001	4	3,096	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/09/2001	02/03/2005		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2002	01/05/1997		2	6,619	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	02/23/2001	01/21/2008		20,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/22/1999	02/01/2013		19,150	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1999	07/27/2007		0	0	36,460	0	0	0	0	0		
Term Loan		02/12/2009	05/17/2006			11,734	1,955	140,029	325	325	0	0	0	0	
Term Loan		10/08/2008	10/04/2005	09/30/2008	27	12,601	0	140,029	0	0	0	0	0	0	
Lines of Credit		01/10/2019	01/05/2018			1,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	03/27/2020			5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/04/2021		5	5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/15/2019			2,000	0	0	0	0	0	0	0	0	
Lines of Credit		12/31/2020	06/05/2019		2	2,500	0	0	0	0	0	0	0	0	
Lines of Credit		08/12/2016	08/19/2015			1,000	0	0	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/2014		4	3,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	03/31/2006			0	0	36,460	0	0	0	0	0	0	
Lease Agreement		09/25/2001	02/15/1995			16,315	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	08/01/2000		18	5,121	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		10/05/2001	10/01/1998		1	23,270	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	12/01/1998	02/03/2008		30,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		03/31/2022	10/04/2018		24	4,197	1,329	385,779	0	0	0	0	0		
Lease Agreement		10/05/2001	08/15/1998		3	5,060	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	01/21/2008		2,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	03/30/2014		1	66	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	02/15/1999			17,352	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	12/02/2008		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,832	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	10/10/2014		2	55	132	385,779	132	132	0	0	0	0	
Lease Agreement		08/01/2008	06/15/2001			26,570	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/01/1998	01/21/2008		1,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2020	06/30/2015		4	300	300	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	12/15/2000		17	1,870	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1998			16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	07/07/1998	04/04/2001		16,308	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2021	12/20/2016		7	173	173	385,779	0	0	0	0	0	0	
Lease Agreement		04/02/2003	03/15/2000			9,439	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	05/01/1997			2,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		17,587	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2020	07/20/2017		5	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	05/01/2000			2,668	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1997	01/21/2008		8,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		126,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2016		8	2,899	2,899	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	07/01/1999			1,853	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1996	07/02/2010		11,250	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	06/27/1996	03/31/2000		54,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	07/10/2017		9	126	126	385,779	90	0	0	90	0	0	
Credit Cards		05/31/2022	11/01/1995	01/21/2008		16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	11/01/1993	05/24/1995		23,296	0	385,779	0	0	0	0	0	0	
Credit Cards		08/31/2008	11/01/1997	01/29/2009			2,300	36,460	1,048	367	619	20	42		
Credit Cards		12/31/2017	01/19/2010	09/20/2017	12	11,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	08/19/2005		24	17,800	250	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/18/2006	07/30/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/28/2001	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	01/18/2008	11/02/2009	0	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2019	09/29/1999				2,293	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2008	11/13/2001		24	300	254	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	02/07/2008	08/22/2014	0	1,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/01/1997	06/27/2008	0	3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/05/2001	09/15/1998		3	2,777	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2022	06/20/2018		7	212	212	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2004	06/17/2001		17	1,392	0	385,779							
Lease Agreement		07/31/2007	01/29/1992	05/01/1996		70,288	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	10/10/2016		7	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/10/2006	11/24/2010	18	0	535	385,779	273	91	91	91	0	0	
Credit Cards		05/31/2022	03/01/1994	01/21/2008		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2007	03/03/2004	07/20/2007		6,148		385,779	0	0	0	0			
Lease Agreement		08/31/2021	06/20/2018		9	297	297	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	02/28/2010		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/01/1992			3,000	0	36,460	0	0	0	0	0		
Lease Agreement		04/30/2018	10/01/2014			67,982	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2021	02/20/2018		9	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/16/2012	10/01/2009	03/07/2012	4	3,307	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2013	02/15/2013		2	17,531	1,205	385,779	0	0	0	0	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/31/2021	10/10/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	10/01/2009	07/09/2012	8	635	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		09/01/2008	05/31/2007			11,377	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2020	01/20/2018		6	78	78	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	07/10/2008		18	876	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1990	08/01/2003		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		02/12/2009	01/30/2009			27,056	27,056	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2021	12/30/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	06/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/01/1989	10/02/2008		20,250	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/10/2009		18	0	2	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/10/2018		6	520	520	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2008		18	366	10	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2015	02/26/2006	07/11/2008	24	1,000	0	36,460	0	0	0	0	0	0	1,306
Lease Agreement		01/04/2014	12/10/2006		18	137	33	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2022	06/18/2018		11	306	306	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	09/30/2007		18	0	0	385,779	0		0	0	0	0	
Credit Cards		02/28/2011	12/15/1998	09/17/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	04/20/2009		18	624	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/20/2016		2	1,184	1,184	385,779	0	0	0	0	0	0	
Credit Cards		06/01/2022	12/21/1995			15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/20/2005	04/21/2009	18	804	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		12/31/2012	06/26/2007	10/16/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/03/2022	09/11/2019		24	20,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2005	11/01/1990	08/07/2006		9,354	5,638	36,460	0	0	0	0			
Credit Cards		09/04/2014	07/21/1994			3,450	0	36,460	0	0	0	0			
Credit Cards		07/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	07/09/2003	09/19/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2004	09/06/2003		0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	02/29/2000	12/05/2008	0	15,000	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2004	04/21/2000	11/26/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/26/2001	06/08/2010	0	5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		03/31/2022	01/10/2018		5	121	121	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	01/30/2005		18	0	1,272	385,779	1,272	636	636	0	0	0	
Lease Agreement		02/28/2022	06/12/2018		16	78	78	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		07/16/2013	03/20/2008		18	435	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	09/10/2018		4	1,131	1,131	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	10/31/1991	10/14/1994		7,200	0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2010	03/20/2004	03/21/2008	18	1,755	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	04/20/2018		6	430	430	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/25/1991	12/10/1993		1	0	36,460	0	0	0	0	0		
Lease Agreement		10/11/2010	05/29/2009		13	7,348	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2022	03/30/2019		8	2,186	2,186	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		01/31/2010	03/30/2007	04/01/2010	18	2,070	1,054	385,779	414	414	0	0	0	0	
Lease Agreement		09/30/2021	03/10/2018		21	1,910	1,910	385,779	516	259	0	0	257	0	
Credit Cards		02/28/2011	01/10/1990	04/08/1994		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		12/03/2014	07/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2022	03/20/2019		9	1,734	1,734	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/22/1996	01/18/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		04/13/2016	02/28/2003	01/01/2006	18	243	0	385,779	0		0	0	0	0	
Lease Agreement		09/02/2021	05/25/2018		23	31,425	12,775	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	09/01/1994	01/30/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/20/2007	07/21/2009	18	0	31	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			120,177	28,762	385,779	28,761	10,014	10,014	8,732	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2011	01/19/2009		24	1,623	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	12/29/2017			202,638	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	04/12/1996				0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	11/17/2008	11/21/2013	60	3,720	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		09/30/2013	06/19/2001	12/07/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/1999	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/20/1999	06/29/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/21/1999	04/03/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/03/1998	06/09/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1997	12/03/2008	0	1,400	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2017	01/01/1997	10/10/2007	0	3,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/18/2021		2	9,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2019	11/29/2019		0	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/20/2021	04/18/2022	15	55,000	1,841	36,460	1,841	0	0	0	1,841		
Lease Agreement		12/31/2021	12/29/2017			37,711	1,590	385,779	1,590	1,590	0	0	0		
Lease Agreement		11/30/2013	02/01/2001	07/17/2007	0	8,460	0	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			110,519	2,763	385,779	2,762	2,762	0	0	0		
Credit Cards		02/28/2011	03/04/1997	07/15/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	04/13/2000	06/13/2007		4,864	0	385,779	0	0	0	0			
Lease Agreement		01/15/2021	09/09/2016	12/01/2020	8	13,957	2,313	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	01/04/1995	05/30/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2009	01/15/2006	11/30/2009	1	40,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			33,645	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	07/27/1994	03/31/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		05/31/2012	05/23/2008	05/31/2012	6	34,332	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			30,545	0	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	07/21/1994	12/16/1997		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2008	07/29/2005	08/19/2008	2	25,280	1,404	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			626,214	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	05/07/1996	03/22/1998		3,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2011	01/31/2008		24	22,458	0	385,779	0						
Lease Agreement		12/31/2021	11/21/2017	07/29/2021		4,718	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	11/13/1996	08/09/2001		1	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2012	01/11/2007	06/14/2012	60	48,697	0	385,779	0	0	0	0	0		
Lease Agreement		06/01/2022	10/17/2017			8,536	1,727	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	02/15/1994	02/07/1998		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	07/06/1998	02/08/2002		2,131	0	385,779	0	0	0	0			
Lease Agreement		05/31/2019	10/31/2017		20	62,750	50,600	385,779	0	0	0	0	0		
Credit Cards		07/31/2010	02/03/2003	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/02/2015	02/01/2007	02/01/2012		3,857		385,779	0	0	0	0			
Lease Agreement		04/14/2016	01/30/2016		18	7,027	1,591	385,779	439	439	0	0	0	0	
Credit Cards		10/31/2016	11/11/2004	06/22/2007	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/24/1998	03/07/2000	0	16,965	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	10/20/2004	12/15/2009	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/2019		4	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/28/2018		8	6,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	11/23/2016			1	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/10/2014		23	2,219	729	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2017	06/20/2016			9,406	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1999	12/05/2008	0	750	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2004	12/26/2000	11/14/2003	6	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	03/20/2003	12/27/2006	0	0	0	36,460	0	0	0	0	0	0	290
Credit Cards		11/30/2016	03/07/2003	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	09/30/2004	09/10/2009	0	29,727	0	385,779	0	0	0	0			
Credit Cards		10/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	05/16/2002	06/29/2007	0	1,375	0	385,779	0	0	0	0			
Credit Cards		12/31/2005	08/26/2003	01/10/2005	13	20,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2003	03/18/2009	0	2,397	0	385,779	0	0	0	0			

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		10/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1998	07/31/2001		5,729	0	385,779	0	0	0	0			
Credit Cards		09/04/2014	03/19/2002			1,523	0	36,460	0	0	0	0			
Lease Agreement		06/30/2003	06/20/1997	07/10/2001		22,801	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	12/07/2005	12/08/2005	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	11/28/2001		9,527	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	06/06/2005	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/06/1998	10/24/2002		21,340	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/02/2005	01/05/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/06/1998	07/31/2001		4,643	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	09/29/2004	01/28/2011	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/05/1999	07/24/2002		11,764	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	04/24/2005	09/24/2012	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/16/1999	07/15/2002	0	5,330	0	385,779	0	0	0	0			
Credit Cards		10/31/2016	01/05/2005	10/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/06/2003	10/01/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	06/01/1991	06/30/1998	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	10/01/1993	10/29/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	11/01/1993	08/09/2004	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	11/01/1995	12/03/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	08/01/1995	07/28/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	02/03/2003	01/16/2006	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/13/1998	07/14/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	02/20/1998	01/28/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/20/1997	06/29/2001		3,911	0	385,779	0	0	0	0			
Credit Cards		03/31/2007	03/09/1988	10/23/2004	0	3,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	12,212	385,779	0	0	0	0			
Credit Cards		05/31/2022	10/01/1992	09/25/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	05/10/1999	06/26/2001		11,322	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/27/2011	03/05/2014		10,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	02/20/1997	07/01/2002	0	52,920	0	385,779	0	0	0	0			
Credit Cards		08/31/2015	04/13/2012	09/03/2017	18	10,000	393	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	02/28/2005	05/27/2010	0	2,397	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	08/05/2011	07/16/2021	24	5,700	4,039	36,460	0	0	0	0	0	0	
Lease Agreement		02/12/2009	03/29/2007		22	6,840	2,850	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2017	10/27/2010	07/01/2017		0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2010	11/20/2003	01/26/2009	0	2,097	0	385,779	0	0	0	0			
Credit Cards		05/31/2014	01/19/2010		12	11,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/20/1997	05/07/2001		12,026	0	385,779	0	0	0	0			
Credit Cards		10/31/2013	06/09/1999	07/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	11,282	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/06/1998	06/20/2002		2,648	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	05/01/1994	12/02/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	03/01/1994	02/09/2000	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	01/01/1993	11/10/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	11/01/1991	11/26/2008	0	6,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/01/1990	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1990	05/26/2005	0	8,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/01/1989	11/26/2008	0	7,900	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	08/01/1989	03/31/1999	24	0		36,460							2,375
Credit Cards		10/31/2009	07/01/1996	12/05/2008	0	8,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	09/09/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	12/06/1999	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	01/21/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1995	06/16/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/01/1995	07/18/2010	0	5,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1992	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/28/2003	11/25/2014		7,500	0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	04/12/2002	04/30/2002		2,000	0	36,460	0	0	0	0	0		
Credit Cards		10/31/2013	11/24/1998	03/24/2006	0	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/07/2000	04/02/2014	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	10/13/1997	06/08/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	03/19/2003	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2018	10/31/2009	09/20/2017	12		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2010	03/25/1997	01/14/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/10/1997	10/02/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	12/28/1995	01/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2004	11/10/1998	12/17/2007	0		413	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	11/16/1998	07/01/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/03/1998	08/28/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2003	11/17/1998	08/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2014	11/12/2001	09/30/2005	0	6,750	0	36,460	0	0	0	0	0	0	1,396
Credit Cards		06/30/2003	10/18/2000	08/21/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/16/2000	06/09/2008	0	0	0	36,460	0	0	0	0	0	0	

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **4: 14** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **5** with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable:**5** %

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

2

High Risk (1) **Low Risk (100)**

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens and judgments
- High proportion of past due balances to total amount owing

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	**1343**	**2.29 %**	**0.48**	**4**

Business and Industry Trends

FAILURE SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	2
Region:(SOUTH ATLANTIC)	33
Industry:MANUFACTURING	56
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

60

High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Evidence of open suits, liens, and judgments
- Higher risk industry based on delinquency rates for this industry

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Moderate	**513**	**4.75 %**	**10.2 %**	**3**

Business and Industry Trends

DELINQUENCY SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	60
Region:(SOUTH ATLANTIC)	34
Industry:MANUFACTURING	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

71

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 14 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

Business and Industry Trends

3585 - Mfg refrigeration/heating equipment

PAYDEX Industry Lower Quartile Industry Median Quartile Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 11/05/2009

Special Rating

-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour	% of Trade Within Terms	Highest Past Due
14 Days Beyond Terms	**56%**	**US$ 700,000**

Highest Now Owing:
US$ 4,000,000

Total Trade Experiences:
715

Largest High Credit:
US$ 8,000,000

Average High Credit:
US$ 109,748

Total Unfavorable Comments :
1

Largest High Credit:
US$ 2,500

Total Placed in Collections:
5

Largest High Credit:
US$ 0

D&B PAYDEX

71

High Risk (1) **Low Risk (100)**

When weighted by amount, Payments to suppliers average 14 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66

High Risk (1) **Low Risk (100)**

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

3585 - Mfg refrigeration/heating equipment

PAYDEX **Industry Lower Quartile** **Industry Median Quartile** **Industry Upper Quartile**

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	Current 2022
This Business	73	73	73	72	72	72	72	72	72	72	72	72	72	74	74	71	73	73	74	72	73	73	71	71
Industry Quartile																								
Upper	-	-	76	-	-	76	-	-	76	-	-	77	-	-	77	-	-	76	-	-	77	-	-	-
Median	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	88	US$ 57,750,000	76
50,000 - 99,999	41	US$ 2,950,000	50
15,000 - 49,999	90	US$ 2,460,000	60
5,000 - 14,999	109	US$ 772,500	52
1,000 - 4,999	123	US$ 229,500	59
Less than 1,000	134	US$ 40,600	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
15 - Building Construction - General Contractors and Operative Builders	1	2,500	50	0	0	0	50
1531 - Operative	1	2,500	50	0	0	0	50

builders							
17 - Construction - Special Trade Contractors	6	400,000	95	1	4	0	0
1731 - Electrical contractor	3	400,000	90	2	8	0	0
1711 - Mechanical contractor	3	100,000	100	0	0	0	0
26 - Paper and Allied Products	5	500,000	33	33	0	0	0
2653 - Mfg corrugated boxes	2	500,000	50	50	0	0	0
2631 - Paperboard mill	2	400,000	49	50	0	0	1
2679 - Mfg converted paper	1	0	0	0	0	0	0
27 - Printing, Publishing and Allied Industries	12	1,000,000	54	9	29	0	9
2759 - Misc coml printing	5	1,000,000	50	0	17	0	33
2761 - Mfg manifold forms	5	100,000	64	34	0	0	2
2711 - Newspaper-print/publ	1	5,000	0	0	100	0	0
2741 - Misc publishing	1	100	100	0	0	0	0
28 - Chemicals and Allied Products	4	750,000	84	16	0	0	0
2851 - Mfg paint/allied prdt	2	250,000	51	49	0	0	0
2821 - Mfg plastics/resins	1	750,000	100	0	0	0	0
2891 - Mfg adhesives/sealant	1	200,000	100	0	0	0	0
29 - Petroleum Refining and Related Industries	1	1,000	0	0	0	0	100
2999 - Mfg misc petro prdts	1	1,000	0	0	0	0	100
30 - Rubber and Miscellaneous Plastics Products	2	40,000	25	25	0	0	50
3089 - Mfg misc plastic prdt	1	40,000	50	50	0	0	0
3053 - Mfg sealing devices	1	500	0	0	0	0	100
31 - Leather and Leather Products	1	75,000	50	50	0	0	0
3143 - Mfg men's footwear	1	75,000	50	50	0	0	0
33 - Primary Metal Industries	1	200,000	50	50	0	0	0
3351 - Copper roll/drawing	1	200,000	50	50	0	0	0

34 - Fabricated Metal Products except Machinery and Transportation Equipment	**11**	**100,000**	**28**	**45**	**3**	**3**	**21**
3491 - Mfg industrial valves	**5**	**100,000**	**16**	**20**	**19**	**19**	**26**
3494 - Mfg valve/pipe fittng	**2**	**25,000**	**50**	**50**	**0**	**0**	**0**
3433 - Mfg non-elect heaters	**1**	**100,000**	**50**	**50**	**0**	**0**	**0**
3443 - Mfg plate work	**1**	**10,000**	**50**	**50**	**0**	**0**	**0**
3444 - Mfg sheet metalwork	**1**	**2,500**	**0**	**0**	**0**	**0**	**100**
3452 - Mfg bolt/screw/rivets	**1**	**1,000**	**0**	**100**	**0**	**0**	**0**
35 - Industrial and Commercial Machinery and Computer Equipment	**64**	**4,000,000**	**51**	**13**	**9**	**9**	**18**
3585 - Mfg refrig/heat equip	**30**	**4,000,000**	**96**	**2**	**1**	**0**	**1**
3564 - Mfg blowers/fans	**6**	**200,000**	**98**	**1**	**0**	**0**	**1**
3593 - Mfg cylinder/actuator	**5**	**500,000**	**48**	**49**	**0**	**0**	**3**
3531 - Mfg construction mach	**5**	**200,000**	**54**	**46**	**0**	**0**	**0**
3572 - Mfg computer storage	**5**	**30,000**	**47**	**40**	**8**	**0**	**5**
3579 - Mfg misc office eqpt	**5**	**750**	**80**	**15**	**0**	**0**	**5**
3569 - Mfg general machinery	**2**	**1,000,000**	**50**	**0**	**38**	**12**	**0**
3563 - Mfg air/gas compress	**2**	**2,500**	**36**	**0**	**64**	**0**	**0**
3534 - Mfg elevator/escaltrs	**1**	**55,000**	**0**	**0**	**0**	**0**	**100**
3548 - Mfg welding apparatus	**1**	**10,000**	**0**	**0**	**0**	**0**	**100**
3599 - Mfg industrial mach	**1**	**5,000**	**100**	**0**	**0**	**0**	**0**
3553 - Mfg woodworking mach.	**1**	**2,500**	**0**	**0**	**0**	**100**	**0**
36 - Electronic and other electrical equipment and components except computer equipment	**31**	**8,000,000**	**49**	**24**	**3**	**20**	**4**
3625 - Mfg relays/controls	**8**	**8,000,000**	**51**	**48**	**1**	**0**	**0**

3621 - Mfg motors/generators	8	250,000	50	0	26	0	24
3672 - Mfg print circuit brd	5	1,000,000	50	0	0	47	3
3678 - Mfg elect. connectors	4	20,000	36	43	7	0	14
3694 - Mfg elect engine eqpt	1	20,000	50	50	0	0	0
3639 - Mfg home appliances	1	20,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	7,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	5,000	0	0	0	100	0
3645 - Mfg home light fixt	1	2,500	50	0	0	50	0
3648 - Mfg misc light equip	1	750	0	100	0	0	0
37 - Transportation Equipment	3	600,000	50	27	0	0	24
3724 - Mfg plane engine/part	2	35,000	0	53	0	0	47
3714 - Mfg car parts	1	600,000	100	0	0	0	0
38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	26	400,000	31	11	37	6	15
3823 - Mfg process controls	10	250,000	60	6	0	34	0
3861 - Mfg photograph equip	5	400,000	0	0	86	0	14
3842 - Mfg surgical supplies	4	80,000	52	0	45	3	0
3824 - Mfg fluid meters	3	80,000	0	62	38	0	0
3851 - Mfg ophthalmic goods	3	10,000	22	0	0	0	78
3825 - Mfg electric test prd	1	1,000	50	0	50	0	0
42 - Motor Freight Transportation and Warehousing	19	200,000	53	32	0	0	15
4213 - Trucking non-local	19	200,000	53	32	0	0	15
45 - Transportation by Air	1	1,000	100	0	0	0	0
4513 - Air courier service	1	1,000	100	0	0	0	0
47 - Transportation Services	10	250,000	30	35	1	33	1
4731 - Arrange	10	250,000	30	35	1	33	1

cargo transpt							
48 - Communications	20	45,000	64	0	0	36	0
4813 - Telephone communictns	15	45,000	92	0	0	7	1
4812 - Radiotelephone commun	4	7,500	100	0	0	0	0
4833 - Television station	1	7,500	0	0	0	100	0
49 - Electric, Gas and Sanitary Services	18	200,000	88	13	0	0	0
4911 - Electric services	17	200,000	75	25	0	0	0
4924 - Natural gas distrib	1	1,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	174	900,000	59	14	14	3	11
5063 - Whol electrical equip	42	900,000	54	39	1	1	5
5074 - Whol plumb/hydronics	39	75,000	18	42	24	16	0
5084 - Whol industrial equip	25	250,000	64	4	16	0	16
5085 - Whol industrial suppl	24	750,000	92	4	2	0	2
5065 - Whol electronic parts	13	400,000	60	36	0	4	0
5075 - Whol heating/ac equip	11	20,000	41	9	28	3	19
5051 - Whol metal	7	95,000	28	34	38	0	0
5072 - Whol hardware	2	25,000	50	22	0	28	0
5031 - Whol lumber/millwork	2	10,000	97	3	0	0	0
5023 - Whol homefurnishings	1	750,000	50	50	0	0	0
5082 - Whol const/mine equip	1	50,000	50	0	50	0	0
5083 - Whol farm/garden mach	1	35,000	50	0	0	0	50
5064 - Whol appliances	1	20,000	100	0	0	0	0
5044 - Whol office equipment	1	10,000	100	0	0	0	0
5078 - Whol refrig equip	1	2,500	100	0	0	0	0
5045 - Whol computers/softwr	1	2,500	100	0	0	0	0
5013 - Whol auto parts	1	1,000	0	0	0	0	100

5046 - Whol misc coml equip	1	750	0	0	100	0	0
51 - Wholesale Trade - Nondurable Goods	22	80,000	67	13	13	5	2
5169 - Whol chemicals	10	80,000	50	24	3	20	3
5172 - Whol petroleum prdts	5	35,000	78	0	11	4	7
5113 - Whol service paper	5	20,000	57	41	0	0	2
5199 - Whol nondurable goods	1	25,000	100	0	0	0	0
5149 - Whol groceries	1	2,500	50	0	50	0	0
55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5541 - Gas service station	2	5,000	100	0	0	0	0
5511 - Ret new/used autos	1	40,000	100	0	0	0	0
57 - Home Furniture Furnishings and Equipment Stores	2	6,000,000	100	0	0	0	0
5734 - Ret computer/software	1	6,000,000	100	0	0	0	0
5712 - Ret furniture	1	2,500	100	0	0	0	0
59 - Miscellaneous Retail	11	15,000	40	0	0	0	60
5999 - Ret misc merchandise	7	15,000	20	0	0	0	80
5943 - Ret stationery	3	7,500	100	0	0	0	0
5983 - Ret fuel oil dealer	1	5,000	0	0	0	0	100
60 - Depository Institutions	6	10,000	61	0	39	0	0
6021 - Natnl commercial bank	6	10,000	61	0	39	0	0
61 - Nondepository Credit Institutions	8	300,000	33	44	0	0	24
6153 - Short-trm busn credit	6	300,000	60	40	0	0	0
6159 - Misc business credit	2	1,000	5	47	0	0	48
73 - Business Services	41	5,000,000	54	31	12	2	2
7359 - Misc equipment rental	11	200,000	45	17	36	1	1
7361 - Employment agency	7	5,000,000	91	9	0	0	0

7389 - Misc business service	6	1,000	44	0	24	16	16
7381 - Detective/guard svcs	5	400,000	46	27	27	0	0
7363 - Help supply service	5	200,000	99	1	0	0	0
7372 - Prepackaged software	3	100,000	27	68	5	0	0
7353 - Hvy const eqpt rental	3	5,000	26	74	0	0	0
7373 - Computer system desgn	1	600,000	50	50	0	0	0
75 - Automotive Repair, Services and Parking	1	50	0	0	100	0	0
7513 - Truck rental/leasing	1	50	0	0	100	0	0
76 - Miscellaneous Repair Services	1	2,500	100	0	0	0	0
7694 - Armature rewinding	1	2,500	100	0	0	0	0
83 - Social Services	2	2,500	100	0	0	0	0
8322 - Family social service	2	2,500	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	22	300,000	42	31	2	20	5
8744 - Facilities support	5	300,000	50	29	16	5	0
8734 - Testing laboratory	5	80,000	50	3	0	47	0
8742 - Management consulting	4	1,000	69	0	0	0	31
8748 - Business consulting	3	55,000	20	40	0	37	3
8711 - Engineering services	2	100,000	100	0	0	0	0
8741 - Management services	2	20,000	6	44	0	50	0
8721 - Accounting services	1	500	0	100	0	0	0
91 - Executive Legislative and General Government except Finance	1	2,500	100	0	0	0	0
9111 - Executive office	1	2,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	24	100,000	100	0	0	0	0

9311 - Public finance	**24**	**100,000**	**100**	**0**	**0**	**0**	**0**
94 - Administration of Human Resource Programs	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
9431 - Admin public health	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
96 - Administration of Economic Programs	**1**	**100**	**100**	**0**	**0**	**0**	**0**
9611 - Admin economic prgm	**1**	**100**	**100**	**0**	**0**	**0**	**0**
99 - Nonclassifiable Establishments	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**
9999 - Nonclassified	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/22	Pays Promptly	N30	5,000	0	0	1
06/22	Pays Promptly	N30	2,500	0	0	1
06/22	Pays Promptly	N30	1,000	500	0	1
06/22	Pays Promptly	N30	750	750	0	1
06/22	Pays Promptly	-	250	250	0	1
06/22	Pays Slow 60+	N30	5,000	5,000	5,000	Between 2 and 3 Months
06/22	Pays Slow 30-90+	-	55,000	0	0	Between 2 and 3 Months
06/22	Pays Slow 90+	-	7,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N90	5,000,000	3,000,000	0	1
05/22	Pays Promptly	-	750,000	600,000	0	1
05/22	Pays Promptly	-	250,000	100,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	-	80,000	55,000	0	1
05/22	Pays Promptly	-	40,000	25,000	1,000	1
05/22	Pays Promptly	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	20,000	15,000	0	1
05/22	Pays Promptly	-	10,000	5,000	0	1
05/22	Pays Promptly	-	10,000	10,000	0	1
05/22	Pays Promptly	-	7,500	2,500	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	2,500	750	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	750	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	500	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Promptly	N30	1,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	750	250	0	1
05/22	Pays Promptly	-	500	0	0	1
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	50	0	1
05/22	Pays Promptly	-	50	0	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	50	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 15+	-	5,000	5,000	2,500	1
05/22	Pays Prompt to Slow 30+	-	500,000	500,000	60,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	100,000	80,000	30,000	1
05/22	Pays Prompt to Slow 30+	-	85,000	25,000	25,000	1
05/22	Pays Prompt to Slow 30+	-	55,000	2,500	500	1
05/22	Pays Prompt to Slow 30+	-	20,000	7,500	1,000	1
05/22	Pays Prompt to Slow 30+	-	20,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 30+	-	2,500	750	250	1
05/22	Pays Prompt to Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	2,500	50	1
05/22	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	250	250	Between 2 and 3 Months
05/22	Pays Prompt to Slow 90+	-	750	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 90+	-	70,000	40,000	10,000	1
05/22	Pays Prompt to Slow 120+	-	5,000	2,500	1,000	1
05/22	Pays Prompt to Slow 150+	N30	40,000	20,000	15,000	1
05/22	Pays Prompt to Slow 180+	N30	250,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	10,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 30+	-	2,500	500	50	1
05/22	Pays Slow 30+	-	50	0	0	Between 2 and 3 Months
05/22	Pays Slow 60+	-	75,000	50,000	10,000	-
05/22	Pays Slow 60+	-	1,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Slow 60+	-	100	100	100	-
05/22	Pays Slow 30-60+	-	20,000	2,500	2,500	-
05/22	Pays Slow 90+	-	7,500	7,500	7,500	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 90+	-	2,500	2,500	1,000	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 30-120+	N30	10,000	2,500	1,000	1
05/22	Pays Slow 120+	-	50	50	50	-
05/22	Pays Slow 60-180+	-	1,000	1,000	1,000	-
05/22	Placed for collection	-	0	2,500	2,500	-
05/22	-	Sales COD	0	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	103	US$ 222,300
Payment record unknown	14	US$ 419,350
Unfavorable comments	1	US$ 2,500
Placed for collections	5	US$ 0
Total in D&B's file	715	US$ 64,846,750

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

GLOBAL ULTIMATE

Company	City , Country or Region	D-U-N-S® NUMBER
TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY	**SWORDS , IRELAND**	**98-503-3590**

DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	**PISCATAWAY , New Jersey**	**96-330-6712**

PARENT

Company	City , State	D-U-N-S® NUMBER

TRANE INC.	PISCATAWAY , New Jersey	19-144-4587

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AMERICAN STANDARD LEASING INC	NASHVILLE , Tennessee	03-059-3599
THE TRANE COMPANY	LA CROSSE , Wisconsin	07-027-2299
A-S ENERGY, INC	NEW YORK , New York	10-328-6373
TRANE PUERTO RICO INC.	SAN JUAN , Puerto Rico	78-434-8349
AMERICAN STANDARD INTERNATIONAL INC.	PISCATAWAY , New Jersey	79-434-2063
TRANE INDIA LTD.	DAVIDSON , North Carolina	84-836-8002
TWENTYTHREEC, LLC	DAVIDSON , North Carolina	11-751-8021
TRANE CO	COLUMBIA , South Carolina	04-484-4910

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Arctic Cool Chillers Limited	BRAMPTON , CANADA	20-295-1331
TRANE DISTRIBUTION PTE. LTD.	SINGAPORE , SINGAPORE	59-533-2230
SERVICE FIRST (UNITARY) (PTY) LTD	RANDBURG , SOUTH AFRICA	53-917-1709

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
TRANE U.S. INC.	CHATTANOOGA , Tennessee	00-103-5257
TRANE U.S. INC.	SAINT PAUL , Minnesota	00-521-1326
TRANE U.S. INC.	SHELTON , Connecticut	00-771-5048
TRANE U.S. INC.	CUPERTINO , California	01-092-8398
TRANE U.S. INC.	BRIDGETON , Missouri	01-594-2030
TRANE U.S. INC.	WESTBROOK , Maine	01-702-4402
TRANE U.S. INC.	FISHERS , Indiana	01-797-6890
TRANE U.S. INC.	ROANOKE , Virginia	01-811-2347
TRANE U.S. INC.	OMAHA , Nebraska	01-840-0783
TRANE U.S. INC.	PEORIA , Illinois	01-840-1013
TRANE U.S. INC.	ASHLAND , Virginia	01-840-2201
TRANE U.S. INC.	SUNNYVALE , California	01-840-2789

TRANE U.S. INC.	OAKLAND , California	01-840-3365
TRANE U.S. INC.	SANTA ROSA , California	01-840-3738
TRANE U.S. INC.	ANCHORAGE , Alaska	01-840-4264
TRANE U.S. INC.	SOUTH BEND , Indiana	01-840-4280
TRANE U.S. INC.	FORT WAYNE , Indiana	01-840-4603
TRANE U.S. INC.	SIOUX FALLS , South Dakota	01-840-4801
TRANE U.S. INC.	SPOKANE VALLEY , Washington	01-840-5337
TRANE U.S. INC.	PERRYSBURG , Ohio	01-840-6020
TRANE U.S. INC.	NEW CASTLE , Delaware	01-840-7234
TRANE U.S. INC.	SANTA CRUZ , California	01-834-8420
TRANE U.S. INC.	LEXINGTON , Kentucky	01-865-1237
TRANE U.S. INC.	FLINT , Michigan	01-817-0006
TRANE U.S. INC.	GREAT FALLS , Montana	01-817-0451

This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
FELLON-MCCORD & ASSOCIATES, LLC	LOUISVILLE , Kentucky	79-602-2796
HOUSTON TRANE, INC.	LUBBOCK , Texas	78-304-5094
STANDARD TRANE INSURANCE COMPANY	BURLINGTON , Vermont	61-959-8308
AMERICAN SOCIETY OF HEATING	GREENVILLE , South Carolina	07-254-3171

AFFILIATES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
R&O Immobilien GmbH	OBERHAUSEN , GERMANY	31-250-4949
Trane S.A.	Romont FR , SWITZERLAND	48-785-9605
Trane Logistica, S. A. de C. V.	NAUCALPAN , MEXICO	81-251-3562
Industria Cerámica del Centro, S.A. de C.V.	NAUCALPAN , MEXICO	81-251-3604

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**1** Latest Filing: 10/27/2017	**10** Latest Filing: 10/24/2020	**7** Latest Filing: 03/16/2020	**421** Latest Filing: 02/07/2022

EVENTS

Judgement - Court Judgement

Filing Date	10/27/2017
Filing Number	SC 000879 17
Status	Unsatisfied
Date Status Attained	10/27/2017
Received Date	10/30/2017
Award	US$ 336
Debtors	TRANE US INC, TYLER, TX
Creditors	GLOBAL CURRENCY SERVLLC, MORRISVILLE, PA
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF MERCER COUNTY, TRENTON, NJ

Lien - Tax Lien

Filing Date	10/24/2020
Filing Number	30011846
Status	Open
Date Status Attained	10/24/2020
Received Date	12/02/2020
Amount	US$ 15,097
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	08/25/2020
Filing Number	12330328
Status	Open
Date Status Attained	08/25/2020
Received Date	09/30/2020
Amount	US$ 12,716
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/14/2020
Filing Number	1842539
Status	Open
Date Status Attained	07/14/2020
Received Date	10/26/2020
Amount	US$ 25
Debtors	TRANE US INC AND OTHERS
Creditors	BALDWIN COUNTY SALES & USE TAX DEPARTMENT
Court	BALDWIN COUNTY RECORDER OF DEEDS, BAY MINETTE, AL

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12288701
Status	Open
Date Status Attained	07/08/2020
Received Date	08/01/2020
Amount	US$ 6,051
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12291891
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 9,965
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12304243
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020

Amount	US$ 9,991
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12320496
Status	Release
Date Status Attained	10/16/2020
Received Date	12/02/2020
Amount	US$ 270,728
Debtors	TRANE COMPANY THE, RUSHVILLE, IN
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12321979
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 6,674
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	02/20/2020
Filing Number	2470/3411
Status	Open
Date Status Attained	02/20/2020
Received Date	03/19/2020
Amount	US$ 3,410
Debtors	TRANE US INC, NASHVILLE, TN
Creditors	SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Lien - Tax Lien

Filing Date	03/13/2017
Filing Number	2193/2103
Status	Open
Date Status Attained	03/13/2017
Received Date	04/12/2017
Amount	US$ 76,060
Debtors	TRANE U S INC
Creditors	SOUTH CAROLINA DEPARTMENT OF REVENUE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	05/28/2019
Filing Number	2019-016336-CA-01

Status	Pending
Date Status Attained	05/28/2019
Received Date	06/01/2019
Plaintiffs	DEAUVILLE HOTEL PROPERTY LLC
Defendant	TRANE USA, INC., MIARAMAR, FL
Defendant	AND OTHERS
Court	DADE COUNTY CIRCUIT COURT, MIAMI, FL

Suit

Filing Date	01/02/2019
Filing Number	201801203530
Status	Pending
Date Status Attained	01/02/2019
Received Date	01/04/2019
Cause	Breach Of Contract
Plaintiffs	HUNTER ROBERTS CONSTRUCTION GROUP, LLC, PHILADELPHIA, PA
Defendant	TRANE U.S., INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/29/2015
Filing Number	201500013014
Status	Pending
Date Status Attained	07/29/2015
Received Date	07/08/2016
Plaintiffs	JEWISH COMMUNITY CENTER OF GREATER PITTSBURGH, PITTSBURGH, PA
Defendant	TRANE, PITTSBURGH, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	10/02/2014
Filing Number	201400904451
Status	Pending
Date Status Attained	10/02/2014
Received Date	07/08/2016
Plaintiffs	SULLIVAN JR., GERALD G, CHICAGO, IL
Defendant	TRANE U.S. INC.
Defendant	AND OTHERS

Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/19/2014
Filing Number	2014CV000423
Status	Pending
Date Status Attained	03/19/2014
Received Date	07/08/2016
Plaintiffs	VILLAGE OF PLEASANT PRAIRIE, PLEASANT PRAIRIE, WI
Defendant	TRANE US INC, LA CROSSE, WI
Defendant	AND OTHERS
Court	KENOSHA COUNTY CIRCUIT COURT, KENOSHA, WI

UCC Filing - Continuation

Filing Date	08/17/2018
Filing Number	1876644645
Received Date	08/20/2018
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	2018 3692833
Received Date	07/10/2018
Collateral	Account(s) including proceeds and products - Assets including proceeds and products - Machinery including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	52812503
Received Date	07/03/2018

Collateral	Assets including proceeds and products - General intangibles(s) including proceeds and products - Fixtures including proceeds and products - Equipment including proceeds and products
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	10/30/2017
Filing Number	2017 7164371
Received Date	12/01/2017
Collateral	Account(s) and proceeds - Leased Equipment and proceeds
Secured Party	MARLIN BUSINESS BANK, SALT LAKE CITY, UT
Debtors	TRANE U.S. INC., GREENVILLE, SC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/28/2017
Filing Number	2017 6463753
Received Date	11/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	2017 5876401
Received Date	10/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	52394102
Received Date	09/26/2017

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING &. CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	07/05/2017
Filing Number	170023207385
Received Date	07/18/2017
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Account(s) and proceeds - Contract rights and proceeds - and OTHERS
Secured Party	COMMERCE NATIONAL BANK., A BRANCH OF LUBBOCK NATIONAL BANK, LUBBOCK, TX
Debtors	PEARL HOUSTON MEDICAL CENTER LLC, HOUSTON, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744858
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744684
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	04/08/2014
Filing Number	1474064778
Received Date	04/25/2014
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	02/10/2014
Filing Number	147398867164
Received Date	02/28/2014
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - and OTHERS
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

SPECIAL EVENTS

Date	Event Description
02/24/2022	**The Chief Executive Officer is now Dave Regnery, CEO.**
02/17/2022	**Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.**

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

Business Commenced On
1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
PISCATAWAY, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

SIC
35850101

NAICS
333415

Employees
6,500

Age (Year Started)
93 Years(1929)

Named Principal
Dave Regnery, CEO

Line of Business
Mfg refrigeration/heating equipment



Street Address:
800-e Beaty St,
Davidson, NC, 28036,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2019-08-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TRANE U.S. INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	03/26/1929
Registration ID	255803
Registration Status	GOOD STANDING

Date Status Attained	03/02/2017
Filing Date	03/26/1929
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	251 LITTLE FALLS DRIVE, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

DAVE REGNERY, CEO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02/24/2022

The Delaware Secretary of State's business registrations file showed that Trane U.S. Inc. was registered as a Corporation on March 26, 1929, under the file registration number 255803. The name was changed from American Standard Inc. to Trane U.S. Inc. by charter amendment on November 8, 2007.

Business started 1929. 100% of capital stock is owned by the parent company.

All of its outstanding common stock is owned by Trane Inc (Formerly : American Standard Companies Inc, name changed in Nov 1994 from ASI Holding Corporation) that was formed in 1988 by Kelso & Company LP to effect the acquisition of American Standard Inc.

On June 5, 2008 Trane was acquired by Ingersoll-Rand for $10.1 billion.

RECENT EVENTS:.

On July 5, 2012, Mary Beth Martin, Productivity Manager for Americas Accounting, stated that Trane Comfort Solutions, Inc., Piscataway, NJ, has merged with and into Trane U.S., Inc., Piscataway, NJ, last July 1, 2012. With the merger, Trane Comfort Solutions, Inc. has ceased to exist as a legal entity, and all its branches would now operate as Trane U.S., Inc. locations. No further details are available.

DAVE REGNERY. July 2021-present active here.

According to a published report dated May 29, 2009, the Massachusetts Attorney General Martha Coakley's Office has reached an agreement with Trane U.S. Inc, of Piscataway, New Jersey, and its treasurer, David S Kuhl, for violating the Massachusetts Wage and Hour Laws.

As part of the settlement agreement, Trane and Kuhl will pay $38,000 in restitution to 15 employees who worked on numerous public projects in Massachusetts between Aug 2005 and May 2009. The company and Kuhl also agreed to pay a $10,000 fine to the Commonwealth for failing to pay the prevailing wage and failing to submit certified payroll records in violation of the law.

Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/24/2022

Business Information

Trade Names	(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ); TRANE

Business Information

Description	Subsidiary of TRANE INC., PISCATAWAY, NJ started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has seven other subsidiary(ies). Intercompany relations: service transactions on a ongoing and continuing basis. As noted this company is a subsidiary of Trane Inc., Piscataway, NJ. DUNS 19-144-4587 and reference is made to that report for background information on the parent company and its management. Manufactures air conditioning, refrigeration or heating equipment, specializing in air conditioning units, complete air conditioning equipment, air conditioning condensers or condensing units and heating equipment. Manufactures fans, blowers and air purification equipment, specializing in commercial or industrial ventilating fans. Manufactures environmental controls, specializing in air conditioning or refrigeration controls. Manufactures electric housewares and fans, specializing in room dehumidifiers. Terms are Net 30 and 60 days. Brands include Trane and American-Standard. Sells to building and construction industries. Territory : International.
Employees	6,500 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Facilities	Leases premises in a multi story steel building.
Location	Central business section on main street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
3585	Mfg refrigeration/heating equipment	-
35850101	Air conditioning units, complete: domestic or industrial	-
35850100	Air conditioning equipment, complete	-
35850401	Air conditioning condensers and condensing units	-
35850300	Heating equipment, complete	-
35640205	Ventilating fans: industrial or commercial	-
38220100	Air conditioning and refrigeration controls	-
36340303	Dehumidifiers, electric: room	-

NAICS Codes	NAICS Description
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing

NAICS Codes	NAICS Description
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
335210	Small Electrical Appliance Manufacturing

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Application - #FCLQQNBEK	Booked	10/09/2014
BRADY PARTS INC 9312227	ACCOUNT - #36032-0089	No Action Recommended	04/02/2015
TRANE PARTS CENTER OF ARKANSAS	ACCOUNT - #34065-0456	No Action Recommended	04/02/2015
DES MOINES TRANE	ACCOUNT - #72610-0456	No Action Recommended	04/02/2015
TRANE HVAC PARTS & SUPPLIES	ACCOUNT - #111753-0456	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0457	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0456	No Action Recommended	04/02/2015
TRANE COLUMBUS	Application - #FCH9AEC68	Declined	04/27/2015
Trane US Inc	Application - #FCPDFF88K	Declined	09/21/2015
TRANE COMPANY - WACO PLANT	ACCOUNT - #124380-0456	No Action Recommended	06/27/2016
Trane us inc	Application - #FCNDD8HCGY	Declined	12/13/2016
TRANE COMPANY - DIVISION OF INGERSOLL RAND	Application - #FCN8ALKD4Y	Declined	10/19/2017

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Snapshot D-U-N-S Number 00-134-4621	Saved	10/25/2017
MID MICHIGAN TRANE SERVICE CO	ACCOUNT - #106747-0456	No Action Recommended	08/18/2018
TAMPA BAY TRANE	Application - #FCN6H3XAEX	Declined	12/31/2018
TRANE - INGERSOLL RAND	Application - #FCNYWEL4PB	Approved	03/08/2019
trane technologies	Application - #FCCXAYDWTH	Approved	06/01/2021
TRANE U.S. INC.	Application - #FCC5QYV8NE	Approved	08/16/2021
Trane US Inc	Application - #FCCTPQVYPN	Approved	03/18/2022

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *
Kevin.Celestine@tranetechnologies.com

Sales Representatives

Credit Limit
0

Total Outstanding
0

Last Login : 05/02/2022 10:24:21 AM
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Appendix 3

Exhibit B – Administration Agreement, Example

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 8 day of July 2022 between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and **Trane U.S. Inc.** ("**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 2 percent (2%) ("**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:

Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

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.

TRANE U.S. INC.	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature
Greg Spencer	Sarah Vavra
Name	Name
Strategic Cooperative Program Leader	Sr. Vice President, Public Sector Contracting
Title	Title
July 8, 2022	
Date	Date

Appendix 4

Exhibit F – Federal Funds Certifications

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) 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 (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF 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: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number:

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address:
gsspencer@trane.com

Signature of Authorized Representative: _____ Date: **July 8, 2022**

Version April 12, 2022

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 bid, 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

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

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 CONTROLACT

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 and2 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 Trane U.S. Inc., 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

Greg **Spencer**

Name and Title of Contractor's Authorized Official

July 8, 2022

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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Trane U.S. Inc.

Address, City, State, and Zip Code: 800 Beaty Street, Davidson, NC, 28036-6924

Phone Number: 469-442-6055 Fax Number: _____

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address: gsspencer@trane.com

Signature of Authorized Representative: _____

Date: July 8, 2022

Appendix 5

Exhibit G, New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey 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 IFB. 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
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Trane U.S. Inc. New Jersey Branch

Organization Address: 19 Chapin Road Building B Suite 200, Pine Brook NJ 07058

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher Baker	Title:	Area General Manager Trane New Jersey
Signature:		Date:	7/18/22

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
County of Morris ss:

I, Christopher Baker (name of affiant) residing in Pine Brook (name of municipality)
in the County of Morris and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Area General Manager New Jersey (title or position) of the firm of Trane U.S. Inc. New Jersey Branch (name of firm)

_____ the bidder making this Proposal for the bid

entitled Racine County, RFB-RC2022-1001-0-2022/DM (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 Racine County (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 Trane U.S. Inc.

Subscribed and sworn to

before me this day

_____
Signature

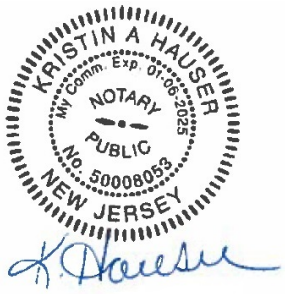
July 18th, 2022

Christopher Baker
(Type or print name of affiant under signature)

Morris County, NJ
Notary public of

My Commission expires 1/6/25

(Seal)



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Trane U.S. Inc. New Jersey Branch

Street: 19 Chapin Road, Building B Suite 200

City, State, Zip Code: Pine Brook, New Jersey 07058

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **Provided on the following page.**

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/18/22 — ***Date***

Christopher Baker, Area General Manager Trane New Jersey — ***Authorized Signature and Title***

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Trane U.S. Inc. New Jersey Branch		
Address:	19 Chapin Road, Building B Suite 200		
City:	Pine Brook	State: NJ	Zip: 07058

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*

Signature	Printed Name	Title
	Christopher Baker	Area General Manager Trane New Jersey

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County 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.

*It is the policy of Trane U.S. Inc. to comply with all laws of the U.S. and certain other countries that set strict limits on contributions by corporations to political parties and candidates. Trane U.S. Inc. chooses to focus corporate charitable contributions on non-political areas of interest. Trane U.S. Inc. and its subsidiaries do not support contributions to, nor does it sponsor employee involvement with, political organizations, candidates, public office holders, fraternal or labor organizations, or any cause that is inconsistent with the letter and spirit of the company's Code of Conduct and values. Employees may not make any direct or indirect political contribution or expenditure on behalf of Ingersoll Rand or any of its related companies, unless authorized in writing by Ingersoll Rand's Government and Public Affairs Office or the Ethics and Compliance Group.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18 day of July, 2022

(Notary Public)

My Commission expires:

KRISTIN A HAUSER NOTARY PUBLIC NEW JERSEY

K. Hauser

(Affiant)

Kristin Hauser, Contracting Project Administrator

(Print name & title of affiant)

(Corporate Seal)

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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: Racine County, RFB-RC2022-1001-0-2022/DM

VENDOR NAME: **Trane U.S. Inc. New Jersey Branch**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

07/19/2022
Date

Christopher Baker
Print Name and Title

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/

Provided on following page

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TRANE U.S. INC.
Trade Name:	
Address:	1 CENTENNIAL PLAZA PO BOX 6820 PISCATAWAY, NJ 08855-6820
Certificate Number:	0091327
Effective Date:	January 09, 1939
Date of Issuance:	July 14, 2015

For Office Use Only:

20150714091648948

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 **Provided on following page**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Christopher Baker Title: Area General Manager Trane New Jersey

Signature: _____ Date: 7/18/22

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-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 #: RFB-RC2022-1001-0-2022/DM **VENDOR/BIDDER:** Trane U.S. Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — Date: 7/18/22

Christopher Baker, Area General Manager Trane New Jersey

Print Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code

DAVIDSON, NC 28036

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	5	–	0	9	0	0	4	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DocuSign Envelope ID: F348908E-7A95-44F8-BE12-68B5ABA30B2B

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: ■ Yes ☐ No Signed by vendor: ■ Yes ☐ No ☐ DocuSign

Contract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ■ Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department:

Brief Description of Services: AMENDMENT BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule. Total: $ 0.00 -

Have you read the agreement: ■ Yes ☐ No Do you understand & agree with the Terms: ■ Yes ☐ No

Are there things that you think should be changed in this Contract: ☐ Yes ■ No
If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ■ No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: ☐ Yes ☐ No If yes, what date:

Corp Counsel Stamp:	County Clerk Stamp:

Upon complete execution of this contract, an original copy must be placed on file with the County Clerk along with this cover sheet.
This form is to be printed on Pastel Yellow paper.

Updated 111320 BE

DocuSign Envelope ID: F348908E-7A95-44F8-BE12-68B5ABA30B2B

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022

AMENDMENT NO. ONE (1)

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

   To modify pricing as necessary to account for market changes, and labor and material increases..

   Details are provided in Attachment A of this Amendment No. 1.

2. **PRICE:**

   The County agrees to the revised prices.

   Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 1/6/2023

DocuSigned by: Michael Lanzdorf 36F9231CFBA8401...
1/5/2023

BY: DocuSigned by: Wendy Christensen F01B3830B9854BD...
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

DocuSigned by: Steven Zimmer 14A5552654004D4...
12/21/2022

TRANE U.S. INC.

BY: DocuSigned by: Greg Spencer 95FF4CCACB964F1...

DATE: 12/21/2022

DocuSign Envelope ID: 3E9C9C12-6637-4B56-BDE7-602D3C7EE6F8

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: ■ Yes ☐ No Signed by vendor: ■ Yes ☐ No ☐ DocuSign

Contract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ■ Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department:

Brief Description of Services: AMENDMENT 2 BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule. Total: $ 0.00 -

Have you read the agreement: ■ Yes ☐ No Do you understand & agree with the Terms: ■ Yes ☐ No

Are there things that you think should be changed in this Contract: ☐ Yes ■ No
If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ■ No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: ☐ Yes ☐ No If yes, what date:

Corp Counsel Stamp:	County Clerk Stamp:

Upon complete execution of this contract, an original copy must be placed on file with the County Clerk along with this cover sheet.
This form is to be printed on Pastel Yellow paper.

Updated 111320 BE

DocuSign Envelope ID: 3E9C9C12-6637-4B56-BDE7-602D3C7EE6F8

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. TWO (2)

This Amendment No. Two (2) is effective September 26, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

   To add new products, new product codes and provide an updated product pricing discount schedule, necessary to introduce newer manufactured products.

   Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

2. **PRODUCT PRICING:**

   The County agrees to the revised Product Pricing. Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 11/8/2023

DocuSigned by: Michael Lanzdorf 36F9231CFBA8401...
11/8/2023

BY: DocuSigned by: Wendy Christensen FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 11/8/2023

DocuSigned by: Steven Zimmer 14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY: DocuSigned by: Greg Spencer 95FF4CCACB964F1...

DATE: 11/8/2023

DocuSign Envelope ID: F3EA5101-3B1F-45D3-8388-556BA3E7E40B

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. THREE (3)

This Amendment No. Three (3) is effective December 15, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

   To modify pricing as necessary to account for market changes, and labor and material increases.

   Details are provided in Attachment A of this Amendment No. 3.

2. **PRODUCT PRICING:**

   The County agrees to the revised Pricing.
   Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 12/18/2023

DocuSigned by: Michael Lanzdorf 36F9231CFBA8401...
12/18/2023

BY: DocuSigned by: Wendy Christensen FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

DocuSigned by: Steven Zimmer 14A5552654004D4...
12/18/2023

TRANE U.S. INC.

BY: DocuSigned by: Greg Spencer 95FF4CCACB964F1...

DATE: 12/18/2023

Docusign Envelope ID: F717C338-232F-4726-AADF-23D4F99E039D

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. FOUR (4)

This Amendment No. Four (4) is effective December 13, 2024, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. **WORK:**

   To modify pricing as necessary to account for market changes, and labor and material increases, and to provide an updated product pricing discount schedule.

   Details are provided in Attachment A – Billing Wage Rates, and Attachment B – Product Pricing Discount Schedule of this Amendment No. 4.

2. **PRODUCT PRICING:**

   The County agrees to the revised Pricing. Details are in Attachment A and Attachment B.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: DocuSigned by: Thomas Roanhouse 711DD7FEEEB34B3...
Thomas Roanhouse
Interim Racine County Executive

DATE: 12/16/2024

DocuSigned by: Michael Lanzdorf 36F9231CFBA8401...
12/13/2024

BY: DocuSigned by: Wendy Christensen FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/16/2024

DocuSigned by: Steven Zimmer 14A5552654004D4...
12/13/2024

TRANE U.S. INC.

BY: DocuSigned by: Greg Spencer 95EF4CCACB964F1...

DATE: 12/13/2024



Racine County Wisconsin

HVAC Products, Installation, Labor Based Solutions, and Related Products / Services

IFB #RC2022-1001

Submitted July 21, 2022, by Trane U.S. Inc.

A. Certification of Vendor

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: Greg Spencer

TITLE: Strategic Cooperative Program Leader

COMPANY: Trane U.S. Inc.

ADDRESS: 800 Beaty Street

CITY, STATE, ZIP: Davidson, NC 28036-6924

TELEPHONE: 469-442-6055 FAX: _____

E-MAIL: gsspencer@trane.com

DATE: June 22, 2022

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Other Exhibits & Documents

The following documents are provided as Appendices:

- Appendix 1: Acknowledgement of Addenda
- Appendix 2: Exhibit A – Response for National Cooperative Contract
- Appendix 3: Exhibit B – Administration Agreement, Example
- Appendix 4: Exhibit F – Federal Funds Certifications
- Appendix 5: Exhibit G – New Jersey Business Compliance

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B. Table of Contents



A. Certification of Vendor ..... **i**

Other Exhibits & Documents ..... **ii**

B. Table of Contents ..... **iii**

C. Executive Summary **4**

D. Responsible Bidder **6**

Minimum Criteria 6

1. Detailed Response to Attachment D, Exhibit A 6
2. Positive Balance Sheet 6
3. Business License 12
4. Proof of Insurance 14
5. Bonding Capacity 16
6. W-9 16
7. Background Information 17
8. References 39
9. Proof of Performance 43

E. Bid Form Criteria **112**

SECTION A, Product Pricing 113

SECTION B, Labor Rates 135

SECTION C, Additional Costs 217

SECTION D, Additional Costs 218

SECTION E, Additional Costs 219

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C. Executive Summary

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

Trane has presented 122 high-level products/equipment options and 48 labor classifications and services for your consideration, and are ready to provide HVAC Equipment and Products, Installation, and Services, and other Related Products/Solutions in response to this IFB.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the **Harford County Public Schools and U.S. Communities Contract** (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, **Trane secured the Port of Portland and U.S. Communities Contract.** Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. **Trane has booked $1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.**

Alabama	$22,282,635.39	**Kentucky**	$1,349,239.50	**Oklahoma**	$9,834,236.76
Arizona	$26,639,032.49	**Louisiana**	$1,149,096.30	**Oregon**	$9,151,530.40
Arkansas	$2,901,717.35	**Maine**	$745,095.24	**Pennsylvania**	$77,036,481.90
California	$29,571,264.24	**Maryland**	$14,804,678.33	**South Carolina**	$10,944,092.54
Colorado	$35,176,520.47	**Massachusetts**	$17,961.87	**South Dakota**	$883,364.75
Connecticut	$7,352,071.05	**Michigan**	$16,591,434.19	**Tennessee**	$93,940,188.53
Delaware	$2,575,026.00	**Minnesota**	$30,725,610.77	**Texas**	$164,920,070.45
Florida	$182,726,065.31	**Missouri**	$20,131,774.73	**Virginia**	$165,765,449.25
Georgia	$24,161,110.01	**Nevada**	$259,244.50	**Washington**	$20,555,568.09
Hawaii	$1,736,184.19	**New Jersey**	$72,477,397.96	**Washington, DC**	$8,031,046.25
Idaho	$1,571,373.00	**New Mexico**	$6,192,604.28	**West Virginia**	$6,786.54
Illinois	$87,170,264.87	**New York**	$87,653,962.56	**Wisconsin**	$9,387,240.15
Indiana	$19,875,621.11	**North Carolina**	$23,380,670.18	**Wyoming**	$49,148.52
Iowa	$7,858,608.39	**North Dakota**	$1,086,231.13		
Kansas	$12,782,043.21	**Ohio**	$47,018,541.70		

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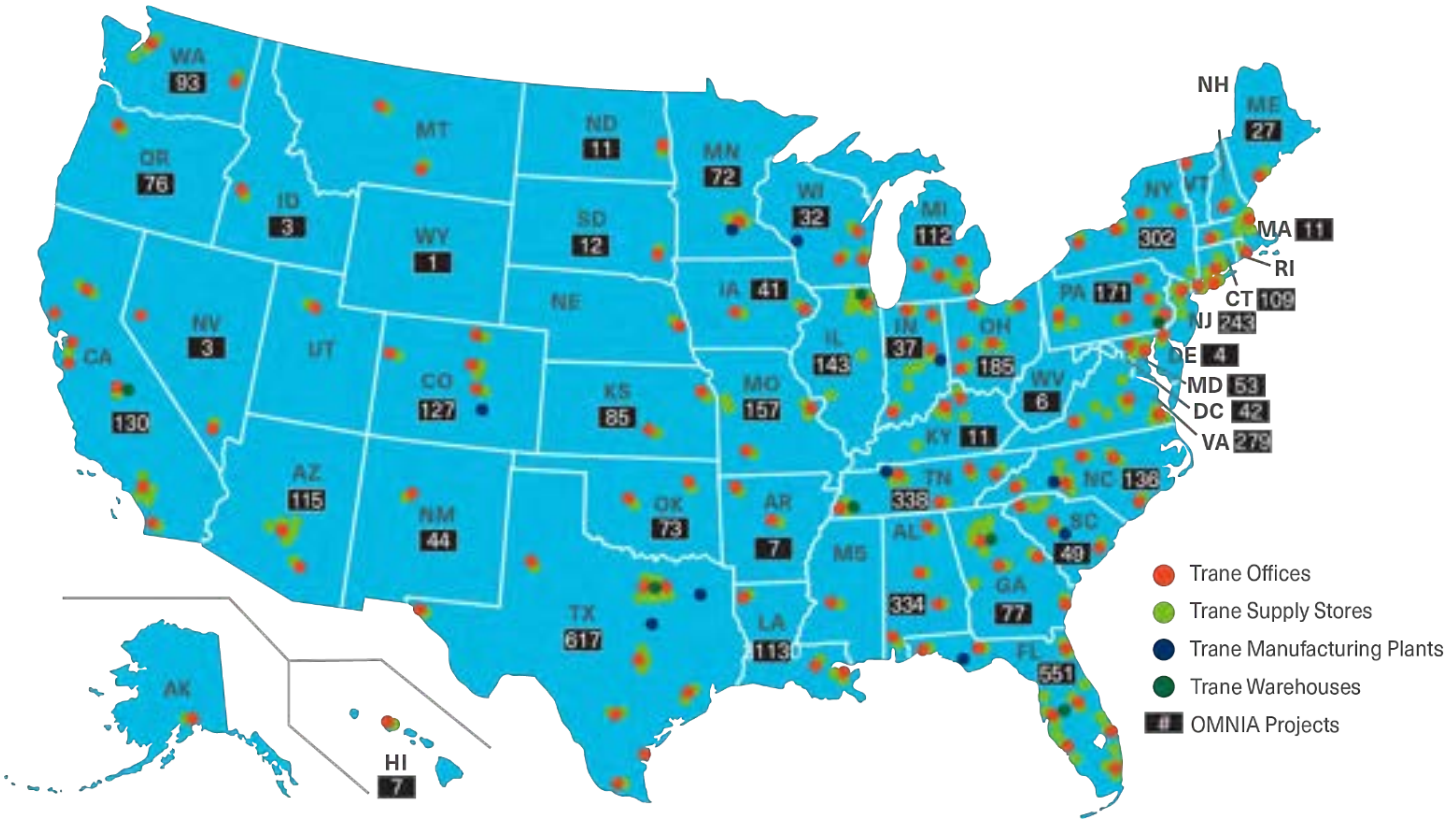
Trane's robust national infrastructure includes: 124 project offices, 205 parts/supply facilities, 6 express warehouses, and 11 manufacturing plant sites. Trane has 2,138 Salespersons and Project Managers available to support the Racine Contract.





Trane will work with OMNIA Partners so all participating agencies are aware of our contract award via a 90 day plan that includes emailing over 80,000 direct customer contacts, a co-branded press release, and publicity campaigns via our dedicated OMNIA website, direct mail, social media, and trade show promotion.

Our experienced Cooperative Contracting group is well-positioned to help Racine County—and the agencies that will piggyback off this contract—secure the goods and services they need to support their communities. With over 100 years of collective experience, Trane's Cooperative Contract Team brings to Racine County extensive knowledge and diverse know-how in navigating public procurement contracting. We look forward to bringing this experience to Racine County and its public procurement partners.

We sincerely appreciate your consideration.

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D. Responsible Bidder

Minimum Criteria

The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Trane U.S. Inc. meets all the minimum criteria to be eligible for this contract:

- Trane is a $14B corporation that has been in business for over 100 years. Our most recent balance sheet is shown below.
- Trane has held a cooperative contract since 1998 and has held the Harford County Public Schools and U.S. Communities Contract since 2015.
- Trane is properly licensed and incorporated to do business in the State of Wisconsin.

1. Detailed Response to Attachment D, Exhibit A

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.

Please see Appendix 2 for Trane's detailed response to Exhibit A under Attachment D.

a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

Trane acknowledges that Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

Trane acknowledges that The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.

Trane will not require additional agreements from Participating Public Agencies.

2. Positive Balance Sheet

2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

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Balance Sheet from 2021 Annual Report

Trane Technologies plc
Consolidated Balance Sheets

(In millions, except share amounts)

DECEMBER 31,	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 2,159.2	$ 3,289.9
Accounts and notes receivable, net	2,429.4	2,202.1
Inventories	1,530.8	1,189.2
Other current assets	351.5	224.4
Total current assets	6,470.9	6,905.6
Property, plant and equipment, net	1,398.8	1,349.5
Goodwill	5,504.8	5,342.8
Intangible assets, net	3,305.6	3,286.4
Other noncurrent assets	1,379.7	1,272.4
Total assets	$ 18,059.8	$ 18,156.7
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,787.3	$ 1,520.2
Accrued compensation and benefits	544.8	451.1
Accrued expenses and other current liabilities	2,069.9	1,592.0
Short-term borrowings and current maturities of long-term debt	350.4	775.6
Total current liabilities	4,752.4	4,338.9
Long-term debt	4,491.7	4,496.5
Postemployment and other benefit liabilities	810.9	1,024.6
Deferred and noncurrent income taxes	581.5	578.5
Other noncurrent liabilities	1,150.2	1,291.1
Total liabilities	11,786.7	11,729.6
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (259,696,768 and 263,309,250 shares issued at December 31, 2021 and 2020, respectively)	259.7	263.3
Ordinary shares held in treasury, at cost (24,500,935 and 24,500,862 shares at December 31, 2021 and 2020, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,353.2	8,495.3
Accumulated other comprehensive income (loss)	(637.6)	(631.5)
Total Trane Technologies plc shareholders' equity	6,255.9	6,407.7
Noncontrolling interest	17.2	19.4
Total equity	6,273.1	6,427.1
Total liabilities and equity	$ 18,059.8	$ 18,156.7

See accompanying notes to Consolidated Financial Statements

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Income Statement from 2021 Annual Report

Trane Technologies plc
Consolidated Statements of Comprehensive Income

In millions

FOR THE YEARS ENDED DECEMBER 31,	2021	2020	2019
Net earnings	$ 1,436.6	$ 870.0	$ 1,428.5
Other comprehensive income (loss):			
Currency translation	(122.7)	261.5	(37.1)
Cash flow hedges			
Unrealized net gains (losses) arising during period	1.6	3.3	(2.7)
Net (gains) losses reclassified into earnings	(6.4)	1.9	0.7
Tax (expense) benefit	1.1	—	0.9
Total cash flow hedges, net of tax	(3.7)	5.2	(1.1)
Pension and OPEB adjustments:			
Prior service costs for the period	0.3	(1.9)	(5.7)
Net actuarial gains (losses) for the period	111.4	(52.5)	(41.9)
Amortization reclassified into earnings	38.6	43.4	48.1
Net curtailment and settlement (gains) losses reclassified to earnings	8.0	(1.8)	2.2
Currency translation and other	5.2	(10.4)	(1.4)
Tax (expense) benefit	(43.7)	(0.7)	(4.7)
Total pension and OPEB adjustments, net of tax	119.8	(23.9)	(3.4)
Other comprehensive income (loss), net of tax	(6.6)	242.8	(41.6)
Comprehensive income, net of tax	$ 1,430.0	$ 1,112.8	$ 1,386.9
Less: Comprehensive income attributable to noncontrolling interests	(12.7)	(17.8)	(18.5)
Comprehensive income attributable to Trane Technologies plc	$ 1,417.3	$ 1,095.0	$ 1,368.4

See accompanying notes to Consolidated Financial Statements

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Balance Sheet from 2020 Annual Report

Trane Technologies plc
Consolidated Balance Sheets

in millions, except share amounts

DECEMBER 31,	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,289.9	$ 1,278.6
Accounts and notes receivable, net	2,202.1	2,184.6
Inventories	1,189.2	1,278.6
Other current assets	224.4	344.8
Assets held for sale	—	4,207.2
Total current assets	6,905.6	9,293.8
Property, plant and equipment, net	1,349.5	1,352.0
Goodwill	5,342.8	5,125.7
Intangible assets, net	3,286.4	3,323.6
Other noncurrent assets	1,272.4	1,397.2
Total assets	$ 18,156.7	$ 20,492.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,520.2	$ 1,381.3
Accrued compensation and benefits	451.1	442.4
Accrued expenses and other current liabilities	1,592.0	1,564.2
Short-term borrowings and current maturities of long-term debt	775.6	650.3
Liabilities held-for-sale	—	1,200.4
Total current liabilities	4,338.9	5,238.6
Long-term debt	4,496.5	4,922.9
Postemployment and other benefit liabilities	1,024.6	1,048.2
Deferred and noncurrent income taxes	578.5	572.0
Other noncurrent liabilities	1,291.1	1,398.2
Total liabilities	11,729.6	13,179.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, $1.00 par value (263,309,260 and 262,804,939 shares issued at December 31, 2020 and 2019, respectively)	263.3	262.8
Ordinary shares held in treasury, at cost (24,500,862 and 24,499,897 shares at December 31, 2020 and 2019, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,495.3	9,730.8
Accumulated other comprehensive (loss)	(631.5)	(1,006.6)
Total Trane Technologies plc shareholders' equity	6,407.7	7,267.6
Noncontrolling interest	19.4	44.8
Total equity	6,427.1	7,312.4
Total liabilities and equity	$ 18,156.7	$ 20,492.3

See accompanying notes to Consolidated Financial Statements

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Income Statement from 2020 Annual Report

Trane Technologies plc
Consolidated Statements of Comprehensive Income

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net revenues	$ 12,454.7	$ 13,075.9	$ 12,343.8
Cost of goods sold	(8,651.3)	(9,085.6)	(8,582.6)
Selling and administrative expenses	(2,270.6)	(2,320.3)	(2,249.2)
Operating income	1,532.8	1,670.1	1,512.1
Interest expense	(246.7)	(242.8)	(221.0)
Other income/(expense), net	4.1	(28.4)	(33.3)
Earnings before income taxes	1,288.2	1,398.9	1,257.8
Benefit (provision) for income taxes	(296.8)	(238.6)	(234.9)
Earnings from continuing operations	991.4	1,160.3	1,022.9
Discontinued operations, net of tax	(121.4)	268.2	334.6
Net earnings	870.0	1,428.5	1,357.5
Less: Net earnings from continuing operations attributable to noncontrolling interests	(14.2)	(15.2)	(15.1)
Less: Net earnings from discontinuing operations attributable to noncontrolling interests	(0.9)	(2.4)	(4.8)
Net earnings attributable to Trane Technologies plc	$ 854.9	$ 1,410.9	$ 1,337.6
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	$ 977.2	$ 1,145.1	$ 1,007.8
Discontinued operations	(122.3)	265.8	329.8
Net earnings	$ 854.9	$ 1,410.9	$ 1,337.6
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	$ 4.07	$ 4.74	$ 4.08
Discontinued operations	(0.51)	1.10	1.33
Net earnings	$ 3.56	$ 5.84	$ 5.41
Diluted:			
Continuing operations	$ 4.02	$ 4.69	$ 4.03
Discontinued operations	(0.50)	1.08	1.32
Net earnings	$ 3.52	$ 5.77	$ 5.35

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Trane Technologies plc
Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net earnings	$ 870.0	$ 1,428.5	$ 1,357.5
Other comprehensive income (loss):			
Currency translation	261.5	(37.1)	(230.6)
Cash flow hedges			
Unrealized net gains (losses) arising during period	3.3	(2.7)	1.2
Net gains (losses) reclassified into earnings	1.9	0.7	0.9
Tax (expense) benefit	—	0.9	(0.1)
Total cash flow hedges, net of tax	5.2	(1.1)	2.0
Pension and OPEB adjustments:			
Prior service costs for the period	(1.9)	(5.7)	(16.0)
Net actuarial gains (losses) for the period	(52.5)	(41.9)	12.8
Amortization reclassified into earnings	43.4	48.1	50.7
Settlements/curtailments reclassified to earnings	(1.8)	2.2	2.5
Currency translation and other	(10.4)	(1.4)	7.5
Tax (expense) benefit	(0.7)	(4.7)	(17.2)
Total pension and OPEB adjustments, net of tax	(23.9)	(3.4)	40.3
Other comprehensive income (loss), net of tax	242.8	(41.6)	(188.3)
Comprehensive income, net of tax	$ 1,112.8	$ 1,386.9	$ 1,169.2
Less: Comprehensive income attributable to noncontrolling interests	(17.8)	(18.5)	(16.9)
Comprehensive income attributable to Trane Technologies plc	$ 1,095.0	$ 1,368.4	$ 1,152.3

See accompanying notes to Consolidated Financial Statements

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3. Business License

3. Business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.

Trane is licensed to do business in Wisconsin and **all other states in the United States**.

Wisconsin HVAC Contractor Registration



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Wisconsin Contractor Re-Certification

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2022

Trane U.S., Inc.
Attn: Tyler Schmitz
5302 Voges Rd.
Madison, WI 53718

Dear Tyler:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Trane U.S., Inc. is re-certified to bid in the following divisions of work up to the following thresholds:

Division of Work	Bid Threshold (Per Project)
General	$20,000,000
Mechanical	$20,000,000
Other:	
Equipment Supplier	$4,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of $300,000 or less).

When submitting your bids, please use your company name (Trane U.S., Inc.) as certified. Please do not submit bids outside of your certified divisions of work and/or over your certified bid amount thresholds (per project) as these bids will be rejected. Your new certification is valid until March 28, 2024. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development

Wisconsin Department of Administration

Facilities Development, PO Box 7866, Madison, WI 53707-7866
Phone: (608) 266-2731 | DOA.WI.GOV

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4. Proof of Insurance

4. Proof of insurance.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com
INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States	INSURER(S) AFFORDING COVERAGE — NAIC # COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA — 19445 COMPANY B: Travelers Indemnity Co of America — 25666 COMPANY C: Travelers Property Casualty Co of Amer — 25674

COVERAGES **CERTIFICATE NUMBER:** 615940 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X Time Element Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$7,500,000.00 $1,000,000.00 $10,000.00 $7,500,000.00 $7,500,000.00 $7,500,000.00 $
A A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY PHYSICAL DAMAGE (INT. F SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000.00 $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	 $
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-6M354134A-21-51-K (AOS) UB-6L048099-21-51-D (MN) UB-6M370366-21-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021 4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022 4/17/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $3,000,000.00 $3,000,000.00 $3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance . ., United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM

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Requested By:Trane Technologies Corporate Risk Management

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Job Description: For Purposes of RFP Submission and General Evidence of Insurance

For questions regarding this certificate of insurance contact: Trane Technologies Corporate Risk Management Email: rhonda.darbouze@tranetechnologies.com Phone: 732-652-6778

ACORD 101 (2008/01)

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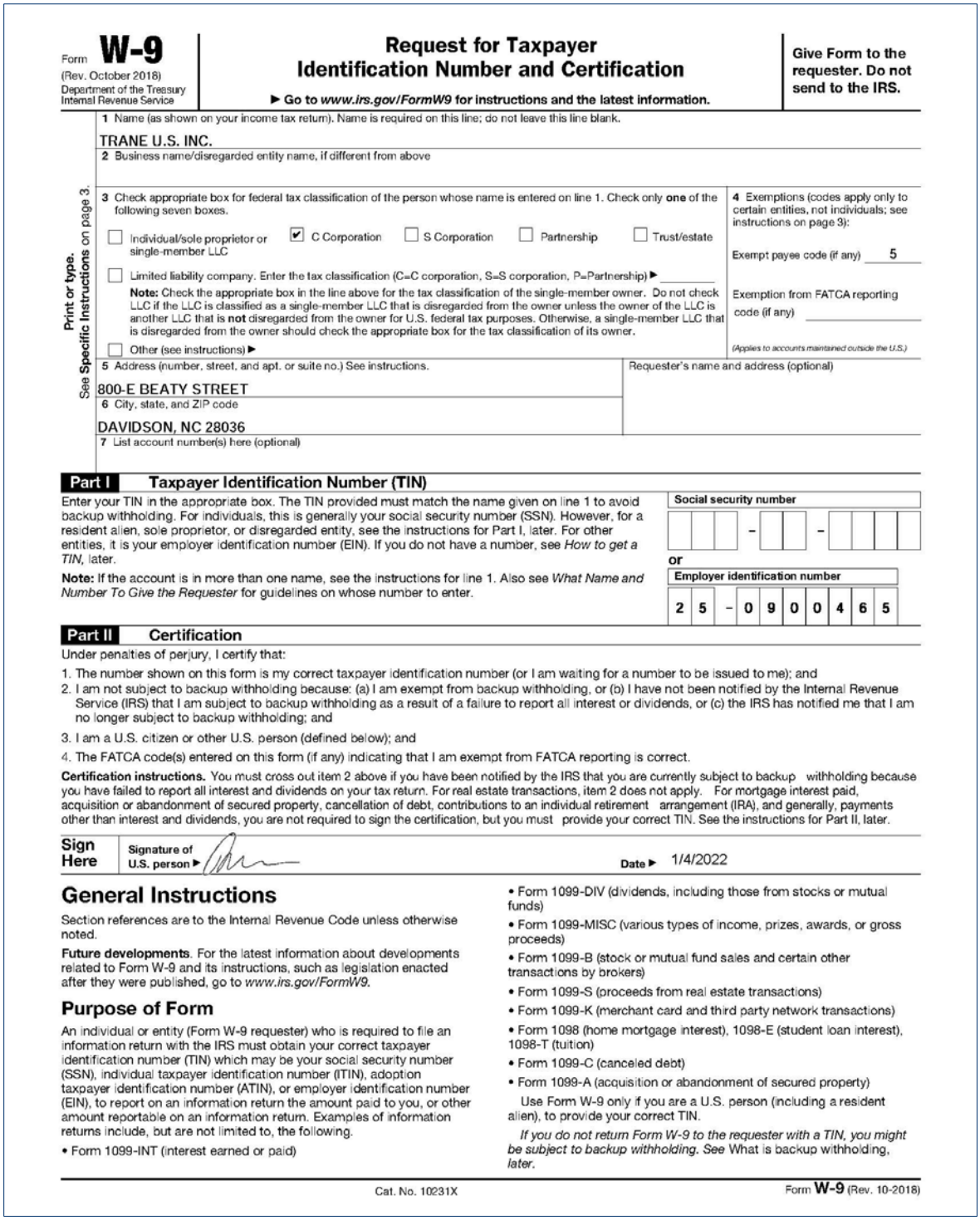
5. Bonding Capacity

5. Bonding capacity and capability of securing high dollar Performance Bonds.

Trane can consider single projects up to $100 million within an aggregate limit of $300 million.

6. W-9

6. Completed and signed W-9 Request for Taxpayer Identification Number and Certification form.



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code
DAVIDSON, NC 28036

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
– –

or

Employer identification number
25 – 0900465

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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7. Background Information

7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.

Trane U.S. Inc. (Trane) is a wholly owned subsidiary of Trane Technologies (NYSE: TT) and was incorporated in 1929. Trane is a global climate innovator with over $14 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability. These prominent brands include Trane, Thermo King, and a host of other category-leading brands.



Trane first received NAESCO Accreditation in 2004 and is one of only 13 NAESCO Accredited Energy Service Providers. The ESP designation is defined as: "The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

In addition, Trane has been a qualified DOE ESCO since 1999 and has managed energy services performance contracting programs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. Additional awards/recognitions include:

- 2022, Fortune magazine World's Most Admired Companies — 10th consecutive year
- 2022, Lifestory Research "America's Most Trusted® HVAC Brand"—8th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2021, Top Supplier Diversity Programs, U.S. Veterans Magazine's (USVM) annual Best of the Best list
- 2020, Top Veteran-friendly Company, U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year

Dow Jones Sustainability Indexes

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- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- 2019, Business Intelligence Group (BIG), Green Company of the Year, Manufacturing and Technology category
- 2019, Urban Green Council (UBC), Partner of the Year
- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester's Honor Awards "ENABLE Off-Grid Mobile Solar PV & LED Lighting Project", U.S. Forest Service ENABLE ESPC

Trane's Strengths

30 years of experience on a national cooperative

100+ years in business

Hold **#1 or #2 market positions** in all our business lines globally as a corporation

Experienced sales force, 12 Regions / **124 offices** across the U.S. able to do business in **all 50 states**

700+ LEED APs, **182** Professional Engineers, and **240** Certified Energy Managers

Active in ASHRAE, BOMA, USGBC. **Trane engineer is current president of ASHRAE**.

Nationally Accredited Energy Service Provider (**ESP**) with NAESCO for 18 years

Leader in industry training - proven through **NC3 Sponsorship** (National Coalition of Certification Centers)

Product Innovation: chiller design, applications company, IAQ company, thermal energy - comprehensive

Trane Vision: A World of Sustainable progress and enduring results

Trane Purpose: We advance the quality of life by creating comfortable, sustainable, and efficient environments

Customer for Life Mentality

Dedicated Commitment to **Safety** – Experience Modification Rate of 0.61

Commitment to **Sustainability** – Center for Energy Efficiency & Sustainability (CEES)

Energy Services & Controls concentrated offerings

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Size of Firm

Trane has over 34,000 employees worldwide. In the United States, Trane employs over 11,000 salaried employees and 13,500 hourly employees.

Legal Status

Trane is a corporation.

Lines of Business

Trane has a 100+ year history as a trusted provider of superior HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. We have a global network of offices and service/parts locations to support energy conservation projects. Our local service organization will provide 24/7 technical support and access to a robust national supply chain. This community-based approach will help keep your operations running smoothly and provide rapid response in case of emergency. Our lines of business are provided under **Lines of Business: Trane Services** and **Lines of Business: Trane Building Systems and Technologies.**

Management and Technical Expertise

LOCAL PROJECT MANAGEMENT APPROACH

Trane's projects are managed locally. Each Trane office has the qualifications and hands-on relevant experience to deliver across all project phases. Trane offers vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities ECMs at the project site in accordance with the design, costs, schedule, safety protocols, and QC processes. The PM leads and manages the installation team, including subcontractors, and is responsible for the Project Schedule. The following corporate management/technical resource pool is available to support the local delivery team:



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After the project is constructed, Trane's local service and maintenance team ensures optimum operations. Through the innovative use of data trending and analytics, Trane can provide opportunities for continuous system improvement optimization**. Most companies do not directly employ HVAC or Controls Service Personnel**. When a customer needs service, a locally based service company will respond on their behalf. Trane's truck-based service personnel promptly respond to any request. These service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30 years of HVAC industry experience. Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.

Trane's local project delivery model offers the following advantages:

- **A local service organization to provide 24/7 technical support and a robust national supply chain.** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.
- **Intelligent Services/BAS technicians** to analyze building data and provide scheduled and on-call local service support. This will contribute to uptime for ongoing operations and provide rapid response in case of emergency.
- **Established relationships** with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Our network includes a pool of pre-qualified sub-contractors to perform work such as electrical, piping, rigging, etc.
- **Expertise to perform system upgrades and replacements**, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane's local offices have dedicated professionals in each of the following areas:
    - **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
    - **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
    - **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
    - **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
    - **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
    - **Training:** Fully equipped training facilities for seminars and training on industry issues Awards

SAFETY APPROACH

Safety Planning is woven into Trane's Construction/Installation Approach. See Section: "Trane's Safety Policy" for additional information.

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MITIGATING DISRUPTIONS TO DAILY OPERATIONS

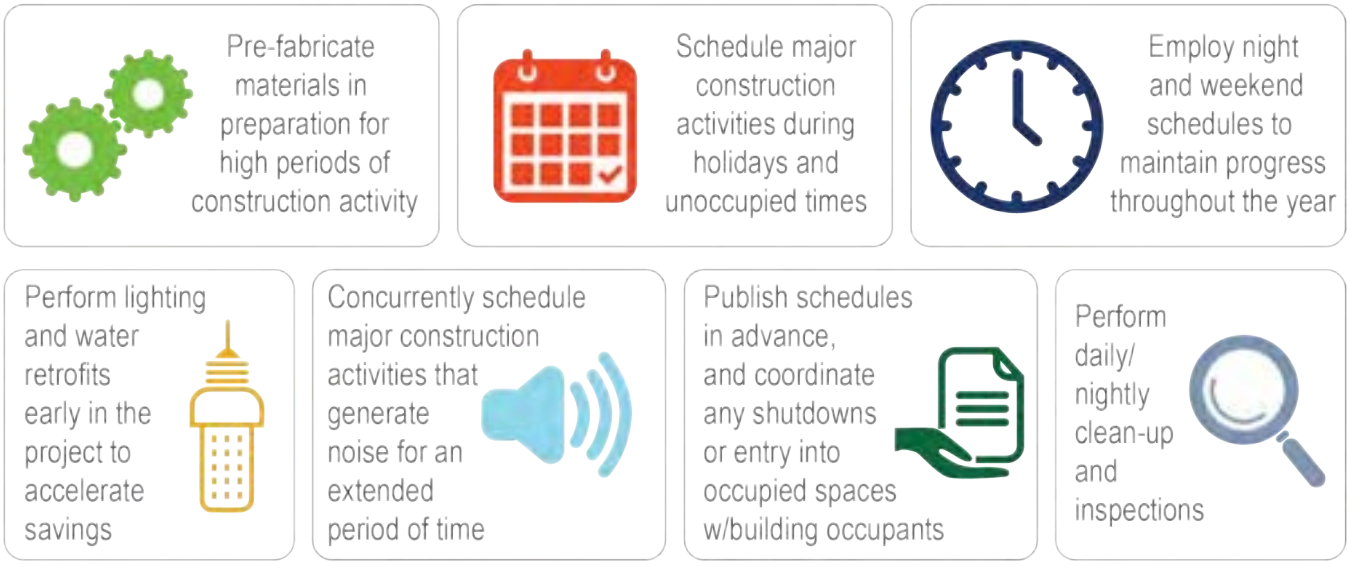
Virtually all our projects feature construction activities across multiple buildings and work in occupied spaces. Our local teams are experienced in scheduling work activities and implementing projects in a way that minimizes disruption to daily operations. We work with our customers to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Trane will schedule installations in occupied areas – such as lighting and water conservation upgrades – during low-occupancy times and create/publish work schedules with estimated completion times in advance. We will also develop a detailed facility phasing plan for customer review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that will be completed, and acceptable shutdown times for each occupied space.

Trane will coordinate with facility leadership and create signage that notifies occupants of upcoming work and shutdowns. Trane will actively manage all aspects of construction and will provide site supervision to manage crews and immediately respond to any occupant issues or questions. Trane will hold meetings with the facility occupants to keep the Trane team informed of the access and scheduling requirements for the proposed efficiency measures which impact implementation cost estimates and phasing plans.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team's review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:



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Financial Position

Trane Technologies is a $14B public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

The Income Statement and Balance Sheet from our most recent annual report is included in Section D.2. of this response. Trane's entire annual report can be viewed at the following web address along with all other financial documents: https://investors.tranetechnologies.com/financial-information/financial-summary/default.aspx. A letter from J.P. Morgan summarizing their experience with Trane is provided below.



Jeffrey Stern
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Global Corporate Bank

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J.P.Morgan

January 21, 2022

Ladies and Gentlemen:

At the request of Trane Technologies (the "Company"), the parent company of Trane US, Inc., we are forwarding a resume of our banking experience when dealing with the Company.

JPMorgan Chase Bank, N.A. and our related affiliates, have had a significant banking relationship with the Company dating back several decades. Currently we accommodate the Company with credit facilities which include a low 10 figure unsecured revolving credit facility. Trane US, Inc. has also maintained a U.S. $ checking account with the J.P. Morgan Chase Bank, N.A. in New York for over 10 years. Our dealings over the years with the Company have always been handled in a very satisfactory manner.

JPMorgan Chase Bank, N.A. considers the Company to be a valued client and the organization is highly regarded by us.

We are furnishing this letter and the information contained herein to you as an accommodation to the Company and on the condition that this letter and the information contained herein is treated as confidential, that it is not intended to be, and does not constitute, representations regarding the general condition of the Company, its management or its future ability to meet its obligations, that neither we nor any of our officers, employees and agents shall have any liability or responsibility in connection herewith.

Best regards,

Executive Director

THE INFORMATION IN THIS LETTER IS PROVIDED AT THE REQUEST OF TRANE TECHNOLOGIES. THIS LETTER AND ANY INFORMATION PROVIDED IN CONNECTION THEREWITH ARE FURNISHED ON THE CONDITION THAT THEY ARE STRICTLY CONFIDENTIAL, THAT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN CONNECTION HEREWITH SHALL ATTACH TO JPMORGAN CHASE BANK, N.A., ANY OF ITS SUBSIDIARIES AND/OR AFFILIATES, OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS, THAT THIS LETTER MAKES NO REPRESENTATIONS REGARDING THE GENERAL CONDITION OF THE SUBJECT, ITS MANAGEMENT, OR ITS FUTURE ABILITY TO MEET ITS OBLIGATIONS, AND THAT ANY INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PERSONS ARE INFORMED THAT THIS RESPONSE IS A STRICTLY CONFIDENTIAL RESPONSE TO A REQUEST AND MAY BE INCOMPLETE. ANY STATEMENT ON THE PART OF JPMORGAN CHASE BANK, N.A., OR ANY OF ITS OFFICERS, AS TO THE RESPONSIBILITY OR STANDING OF ANY PERSON, FIRM OR CORPORATION, OR AS THE VALUE OF ANY SECURITIES, IS GIVEN AS A MERE MATTER OF OPINION FOR WHICH NO RESPONSIBILITY, IN ANY WAY, IS TO ATTACH JPMORGAN CHASE BANK, N.A. OR ANY OF ITS OFFICERS. FURTHERMORE, NO OFFER OR SOLICITATION ON OUR PART WITH RESPECT TO THE SALE OF PURCHASE OF SECURITIES IS INTENDED OR TO BE IMPLIED.

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Years in Business

Trane has been manufacturing world-class HVAC equipment for over 100 years.

Unique Approaches or Techniques Developed and Used by Firm

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company. Over the next hundred years, Trane established its position as a pioneer in climate control by patenting its first air conditioner in 1931 then launching the Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Today Trane is an HVAC OEM operating worldwide, providing products and services unmatched in the industry. Just a few of Trane's unique approaches include:

- Building automation systems providing continuous commissioning
- Design, and energy simulation software used by many of the world's top design firms
- Intelligent systems that can help provide predictive failure analysis
- P3 partnerships providing educational opportunities,
- Thermal storage systems allowing load shedding and off-peak utility optimization
- Innovative partnerships with VRF technology

Lines of Business: Trane Services

Trane Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

ENERGY & SUSTAINABILITY

- **Energy Conservation Measures** Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed almost $3.5 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**. We solve energy problems holistically with top digital and analytical tools, engineering expertise, and a full portfolio of products and services. ESPC projects allow building owners to pay for significant building upgrades that improve energy efficiency via future energy savings that are guaranteed by Trane, eliminating the need for a significant capital expense. In addition to our work in the Commercial/State & Local/K-12/Higher Education vertical markets, Trane has been a Trane® has been a qualified DOE ESCO since 1999 and has implemented Federal ESPCs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.
- **Energy Monitoring & Analysis** Trane uses intelligent tools to monitor, track, predict, and optimize building operations. We offer a complete energy management solution that delivers improved building performance and reduced operating costs. Trane's software-driven energy

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load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices. Trane Intelligent Services has four major components:



Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.



Energy Performance

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.



Active Monitoring

Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.



Energy Assessment

Trane's cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- **Active Energy Management** Trane develops and implements integrated Active Energy Management programs that can lower energy costs, build sustainability, and reduce dependence on the electrical grid.
    - Renewable Energy & Distributed Energy Resources Trane can develop distributed energy resources (DER) to improve sustainability and resilience. Our services include onsite installations and renewable energy purchasing strategies, including virtual power purchasing agreements (VPPA). Trane's dedicated Renewable and Resilient Energy and Power Systems Team can implement solar PV, solar hot water heating, rainwater harvesting, biomass heating plants, geothermal heat pumps, cogeneration biogas, water/wastewater, and smart grid technology.
- **Financing & Energy Services Contracting** Trane's Financing Group provides expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Trane experts help customers select the best tool for their goals. Trane experts also help customers increase their buying power as part of a purchasing cooperative or group. Trane is a member of the nation's leading cooperative and group purchasing organizations supporting public, non-profit, and health care organizations.

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OPERATE, MAINTAIN & REPAIR



- **Connectivity and Cloud Services** Trane provides secure and scalable solutions via Trane's building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based customer portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane's Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.
- **HVAC System Management** Trane develops warranty and maintenance programs that improve budget planning, save energy, and minimize downtime. Offerings include start-up services to ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.
- **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
- **Rental Solutions** Trane Rental Services provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their customers via a network of more than 360 locations throughout the United States and Canada.

DESIGN, UPGRADE & MODERNIZE



- **Upgrading Existing Equipment** Trane upgrades help HVAC systems operate more efficiently and environmentally friendly. Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
- **Building Systems Design and Upgrades** Trane maintains high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- Trane has expertise in Central Plant Design. Examples include:
    - Clemson University Central Energy Plant, Clemson, SC – Feasibility Study, Design, Construction

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- Georgia World Congress Center, Atlanta, GA – 30 MBTU of new condensing boilers and a new Central Energy Plant that includes new energy efficient chillers, boilers, and pumping systems.
- Hillsborough County Central Energy Plant, Tampa, FL – Design, Construction, Operation and Maintenance of a 3,900-ton central energy plant with 84 thermal ice storage tanks and extensive underground piping system connecting seven county buildings.
- Pinellas County Central Energy Plant, Clearwater, FL – Feasibility Study, Design, Construction, and Operations and Maintenance
- Pueblo County Courthouse, Pueblo, CO – EarthWise® Ice-Enhanced, Air-Cooled Chiller Plant
- Tampa Housing Authority and Bank of America Development, Tampa, FL – Encore Central Energy Plant

- Trane has experience working with municipal owners and their design consultants on Wastewater Treatment Plant Equipment and Maintenance projects. Examples include:
  - City of Bremerton, WA, Wastewater Treatment Plant
  - City of Lakota, WA, Wastewater Treatment Plant
  - City of Lynwood, WA, Wastewater Treatment Plant
  - City of Monroe, WA, Wastewater Treatment Plant
  - City of Santa Rosa, CA, Wastewater Treatment Plant
  - LOTT Cleanwater Alliance, Budd Inlet, Tacoma, WA, 335kW digester methane gas driven cogeneration systems and Treatment Plant
- **HVAC System Retrofits** Trane evaluates whether a retrofit or replacement will provide the better return on investment. Trane provides the service and support from conception to completion to select the ideal equipment and controls for buildings and can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Trane's IAQ Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. We can make recommendations on how to improve building air quality to meet the latest industry guidelines and implement the changes. Trane also provides ongoing IAQ monitoring. Trane's system improvements meet industry guidelines and reduce energy costs. Our solutions include:
  - Ultraviolent Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.



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- Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
- Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

Trane's recent K-12 IAQ experience includes:

- City of Des Peres, MO
- San Felipe Del Rio Consolidated Independent School District, TX
- Mason Public Schools, MI

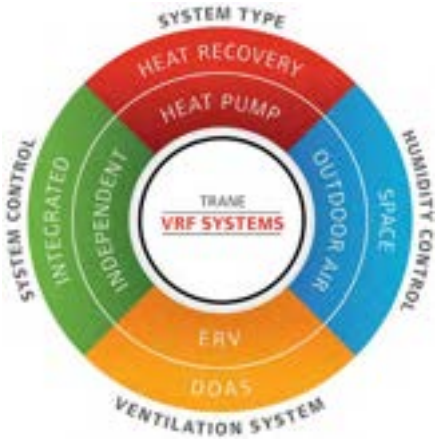
The following K-12 IAQ initiatives were completed under Trane's OMNIA agreement:

- Normandy School District, MO
- Muhlenberg County Schools, KY
- Danville Independent Schools, KY
- Webster County Schools, KY

Lines of Business: Trane Building Systems and Technologies

VARIABLE REFRIGERANT FLOW (VRF) AND DUCTLESS SYSTEMS

Variable Refrigerant Flow (VRF) technology is taking the HVAC industry by storm. VRF technology is a popular choice for a variety of building sizes and uses by offering higher energy efficiency, smaller footprints, and greater flexibility. Additionally, VRF heat pumps and heat-recovery systems are popular strategic electrification solutions as part of the greater drive towards the decarbonization of HVAC systems.



Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality, or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

- **N-Generation CITY MULTI® VRF** Trane® / Mitsubishi Electric VRF products include a variety of outdoor units, indoor units, ventilation solutions, controls, and more to design a complete VRF system for any building.
- **Trane®/ Mitsubishi Electric P Series** Ductless, boundless, and full of Potential, the P Series systems are highly efficient and the right solution for your light commercial applications. Outdoor cooling units. Indoor units. Ductless controls.

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- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.
- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.

CHILLERS — LEGENDARY RELIABILITY, QUIET SOUND, AMAZING ENERGY EFFICIENCY.

- **Comprehensive Chilled Water Systems** Trane's comprehensive chilled-water systems employ best practices in chiller plant design that align with current industry guidance for achieving high performance cooling, heating, and ventilation, all while reducing first cost.
- **Comprehensive Chiller-Heater Systems** Trane Comprehensive Chiller-Heater systems — featuring electric heat pumps — provide cost-effective, energy-efficient, reliable cooling and heating, while reducing carbon emissions. Ideal for larger buildings, especially those with a central plant, these pre-engineered system solutions make electrified HVAC systems easier to specify and implement.
- **Intelligent Variable Air Systems** Our Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Water-Cooled Chillers** We have optimized our fleet of water-cooled chillers to help customers maximize efficiency, benefit the environment, and reduce operating expenses. With HVAC costs making up 40% of commercial building energy consumption, the right chiller represents an incredible opportunity to reduce the energy intensity.
- **Air Cooled Chillers** High efficiency and low noise are the hallmarks of all Trane's air-cooled chillers. Our robust portfolio features a wide operating map, so you can find the just-right solution for your building. We offer an array of tonnage sizes, efficiencies, and performance features to meet your requirements. Whether you need a classic chiller with dependable performance or an environmentally conscious chiller with next generation refrigerant, there's a Trane model for every customer.
- **Modular Chillers** MiniMod™, SuperMod™, PolyTherm™ and Manhattan™ Gen II chillers represent the line-up of Trane's modular chillers. Trane is committed to manufacturing products that are highly efficient, reliable, serviceable and cost effective. Our proven performance is backed by careful engineering.
- **Cold Generator Scroll Chillers** The Cold Generator Scroll Chillers are a family of traditional capacity and compact expandable capacity Scroll chillers suitable for a range of comfort and process cooling applications. Concise footprints and doorway friendly design make them an ideal solution for new construction, retrofit and replacement applications

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TRANE® PACKAGED UNITS AND SPLIT SYSTEMS

Whether for a large data center, a complex commercial concern or a small business, Trane offers sustainable options to deliver customized comfort and efficiency.

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Intelligent Variable Air Systems** Trane Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Zoned Rooftop Systems** Ideal for small buildings, Trane® Zoned Rooftop Systems provide cost-effective options to increase comfort and energy efficiency, while simplifying operation and maintenance. These packaged systems make advanced functionality affordable and easy for non-technical users to operate.
- **Rooftop Units** Small to Large Commercial Rooftop Units: 2 - 162 Tons. Our broad portfolio of solutions can meet any building's footprint requirements and are easy to install and maintain.
- **Split Systems** Trane offers the broadest selection of split system components. Design the system you need for a corner retail shop, light commercial application, office building, hotel, school and more. Choose from gas furnace and indoor coil options for smaller buildings to a full line of air handler units and compressors with capacities from 6 - 120 tons.
- **Self-Contained Systems** For new construction or retrofit, Trane self-contained HVAC systems are a great fit. Some projects can make installation of HVAC systems tricky. With a complete line of self-contained HVAC systems from 20 - 110 tons of capacity, Trane can satisfy any new construction or retrofit application with reliable, energy efficiency comfort.
- **Water Source Heat Pumps** Fully compatible with geothermal technology, Axiom™ water source heat pumps from Trane offer higher efficiencies — up to 40 EER on select configurations — than other conventional heat-pump technologies, along with precise space heating and cooling capabilities for superior comfort. Available eFlex variable-speed control minimizes on/off system cycling, temperature swings, noise, and energy use. Axiom™ durability, performance and efficiency means exceptionally low life-cycle costs to boot. Building owners can also take advantage of a 10% federal tax credit on qualifying installation costs if geothermal system placed in service before Jan. 1, 2022.
- **Dedicated Outdoor Air Solutions** Trane® dedicated outdoor air systems condition 100 percent outdoor air — improving indoor air quality, controlling relative humidity, and reducing the load on other HVAC equipment in a building.

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AIR HANDLERS, TERMINAL DEVICES, VAV AND FAN COILS

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Terminal Devices** The Trane® portfolio of fan coil, unit ventilator and blower coil solutions are designed to make installations faster and easier, and to maximize HVAC system performance. Using advanced technology, these systems reliably and efficiently deliver the comfort your building occupants need. We are the only manufacturer that offers factory-commissioned, single-zone VAV systems integrated with Tracer® UC400 controllers, delivering up to 66 percent higher efficiency, temperature stability, quiet operation, and dehumidification advantages for varying-occupancy spaces. Trane fan coil, unit ventilator and blower coil solutions deliver efficiency and comfort to a wide variety of buildings, applications, and people — quietly and dependably — day after day, year after year.
- **Sensible-Cooling (DOAS) Terminal Units** These terminal units reduce energy use and operating costs with Electronically Commutated Motor (ECM) and modulating airflow control algorithms. Trane sensible-cooling terminal units are constructed with a 10.5 inches casing height and are an excellent choice when plenum spaces are tight.
- **Variable-Air-Volume Units** VariTrane™ variable-air-volume units (VAV) are among the industry leaders in quality and reliability and are designed to meet the specific needs of today's applications. This generation of VariTrane units builds upon Trane's history of quality and reliability and expands the products into one of the most complete variable-air-volume units offering in the industry. Our units feature rugged variable-air-volume units construction, are available in several different profiles to suit the space available, and all utilize digital controls for energy-efficiency and to facilitate interface with building management systems.
- **Performance Climate Changer® Air Handlers** Trane® Performance Climate Changer® air handlers can help HVAC systems achieve higher energy efficiency and indoor air quality while reducing maintenance requirements – adding life to buildings and improving the lives of people within them. From the most straightforward needs to wide-ranging demands for air cleaning, dehumidification and energy savings, there's a Trane Performance Climate Changer® air handling unit to deliver everything your project requires.
- **Air Handler Technologies** Trane continually invests in air handler research and development of new products to adapt the changing needs of today's HVAC market. Our focus on whole systems has led to the design of many custom options that can be incorporated into standard cataloged air handler, providing a more cost-effective solution than a completely custom-built unit. These custom-engineered air handler solutions are offered as offered as factory-packaged specials that deliver Trane quality, enable simplified on-site installation, and provide proven, tested performance. The air handler solutions address such issues as humidity control, energy recovery, special acoustical needs, air filtration and the use of optional fuel sources.

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- **Unit Heaters** The Trane electric architectural forced-air wall unit heaters combine quiet, reliable heating with an attractive cabinet design. Their ease of installation, rugged construction and architectural styling particularly suits them for space heating applications in commercial, industrial, and institutional applications. These unit heaters range from smaller room-sized electric heaters to large indoor and outdoor duct furnaces.

VARIABLE FREQUENCY DRIVES (VFD)

Trane TR200 Series drives play an important role in a system to reduce energy usage, extend motor life, optimize AC motor speed control, maximize occupant comfort, and reduce costs.

- **TR200 Series Variable Frequency Drives** Trane TR200 Series drives' support of open standard protocols make them compatible with virtually all HVAC equipment and building automation systems. They can also be ordered specifically for a project and easily installed on-site for new and retrofit applications. With a complete range available from 1½ to 1350 HP, the features and flexibility of TR200 Series drives make them ideal for stand-alone control of cooling towers, exhaust fans, pumps, and a variety of air handlers.

ENERGY STORAGE

- **Thermal Battery Systems** Trane Thermal Battery™ systems are premier HVAC plants that provide a distributed resource for our changing grid. Their ability to store thermal energy enables your building to reliably modify HVAC operations to optimize for carbon reduction or energy cost savings.
- **Thermal Energy Storage Solutions** Leveraging Trane energy storage technologies can help improve how power supply is managed, creating a more resilient energy system by increasing your building's energy agility for greater sustainability and profitability, while reducing grid dependency. Trane offers a number of energy storage solutions to help our customers meet their objectives. Solutions include thermal energy storage (ice or chilled water storage), batteries, and industrial process and flow management solutions.

PRECISION COOLING

Precision cooling is essential for mission critical applications such as data centers and indoor agriculture. With industry-leading expertise and a wide array of solutions and services, Trane — a holistic provider — can help customers ensure mission critical facilities are highly reliable, efficient, and sustainable. Trane's application engineering expertise and systems approach allows for efficient, flexible, and scalable integrated designs, meeting specific customer needs that ensure uptime and performance.

- **Precision Temperature and Humidity Control** Trane delivers a broad range of cooling capacities for mission critical applications, from a small technology room to the largest data centers –all supported by the local services organization with global footprint wherever and whenever you need it.

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Trane Building Management and Automation

At the base of every system, we provide an integrated and secure solution that meets the needs of your project or building, with the ability to optimize your HVAC equipment, lighting and more. Take back control of your building and achieve the operational excellence you and your customers are seeking.

- **Solutions for Large Buildings and Campuses** Design and manage smarter buildings. Our Tracer® Ensemble® technology provides the ultimate user experience by combining custom reporting and dashboards to view and optimize assets. Easily access alarms, setpoints, and schedules from virtually anywhere through a secure remote access. Additionally, with Ensemble you have access to Tenant Services™ and Work Order Management to maximize your occupants' comfort while minimizing stressful procedures. Tracer® SC+ with its easy-to-use Synchrony® Interface is a powerful building automation system for your facility that will integrate systems to simplify command and give you better control over comfort and energy efficiency. Lighting Solutions: control over half of your building's energy use by integrating your lighting system with one simple-to-use interface. With Air-Fi® Wireless, you can create the reliable, flexible system you want without the wires. It also allows for easy Building Automation System infrastructure updates by allowing a phased approach based on your timeline.
- **Small Building Solutions** Our Pivot® Smart Thermostat System allows you to maintain an ideal environment that works for you with an easy-to-use interface. Smart thermostat features enable you to easily manage comfort as a natural part of your day. Does your business have multiple buildings or locations? Pivot provides the ability to control multiple buildings, so your occupants can thrive in every location. Pivot® Smart Thermostat system now integrates with Tracer® Ensemble® Cloud! This new integration brings the capabilities of an enterprise management system to include buildings that are only thermostat-controlled equipment.
- **Air-Fi® Wireless Communications** A communicating and sensing technology that allows the different parts of a building system, from your HVAC and building controllers, to communicate wirelessly. Cut the wires — and get comfortable with Trane® Air-Fi® wireless.
- **Lighting Solutions** Trane has a dedicated lighting group that provides a holistic approach to procure, design, and implement lighting solutions that maximize energy conservation and save money. HVAC and lighting are two of the biggest energy users in commercial and industrial buildings. Together they consume approximately 52% of a typical building's energy use. HVAC and lighting also have many similarities in their relationship to building occupancy and use, so it makes sense to manage them holistically to maximize energy conservation. Trane's team has overseen the installation of more than $150 million annually in lighting solutions for a wide range of clients. This massive volume of lighting projects affords Trane the ability to purchase Tier 1 lighting products cost



Trane uses strictly **Tier 1** quality lighting products. Only seven of the hundreds of thousands of lighting manufacturers in the world are considered **Tier 1.**

Most of these products are made in the US, Canada, and Mexico.

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effectively. We can integrate lighting to HVAC systems via your Building Automation System (BAS).

- **Controls Solutions for Light Commercial Contractors** Bringing innovative technology and solutions to your customers is more important than ever. Achieve new levels of productivity, energy efficiency, reliability, and preparedness by partnering with Trane.

Trane Design and Analysis Software Tools

- **Design Tools** TRACE® 3D Plus Load Design, Trane® Design Assist™, VariTrane Duct Designer, Pipe Designer are among some of the applications in this portfolio.
- **Analysis Tools** Among 3 applications in this category, TRACE® 3D Plus is our next generation building design and analysis software program that delivers faster, more accurate results through a seamless workflow that closely aligns with today's building process. The latest HVAC systems and controls can be modeled quickly, precisely and with the intricacies of today's many building applications. TRACE 3D Plus is built on the U.S. Department of Energy's EnergyPlus engine and enhanced with Trane's industry leading expertise to help designers validate and interpret projects with confidence and clarity. All of these new features plus a more robust support experience to get you up and running quickly.
- **Selection Tools** Trane's product selection program formerly known as TOPSS™, is now Trane® Select Assist™. Users can now access this flexible and powerful tool on their PC, tablet, or smartphone. Our selection program guides users through the process of configuring Trane equipment to meet or exceed the project specifications.
- **Complimentary Calculators and Charts** Trane software range features a variety of free tools that make your design and analysis tasks easier. These calculators include software to calculate your potential LEED compliance.

Additional Information Advantageous to Racine County

CREATIVE FUNDING

Power Purchasing Agreements

A Power Purchasing Agreement (PPA) is typically used for renewable technologies or energy-generating infrastructure. This structure is generally considered off-balance sheet and is not debt for the end user. In this structure, Trane would install the renewable, micro-grid, or energy-generating assets and create a long-term contract with the public agency to purchase the power generated by the infrastructure installed. The capital to fund this project is provided by Trane directly or through a third-party financier or owner. The asset would then be offered to the public agency at the end of the contract term in form of a purchase option (fair market value).

This structure is advantageous because it allows the third-party owner of the asset to take advantage of depreciation and tax credits (in the case of renewables). This can significantly lower the total operating cost of the infrastructure, which makes your operating contract less costly. This financing structure is beneficial for public agencies looking to lock in a low and consistent utility rate in exchange for hosting

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energy generating assets, supports the public agencies sustainability initiatives, and is owned by a third party.

Energy Services Agreement

An energy services agreement (ESA) is an alternative that has the opportunity to be considered as credit-neutral structure from an accounting point of view. Under an ESA, a customer agrees to make contingent payments based on the energy savings or other contractual allowances realized, rather than a fixed debt-service payment. In this way, the customer is assured that the payment it makes is always less than or equal to the corresponding reduction in operating cost. As a result, there is a neutral or positive impact on your cash flow. Using an ESA assures that there is a direct relationship between the payment and the verified energy savings realized:

- This model leverages third-party ownership of an asset to be eligible for federal and state tax benefits that would not be traditionally available to the public sector
- Structured as a service contract to relieve capital budget burden
- Zero capital outlay
- Zero balance sheet impact
- Payable from operating funds
- Preserves capital and borrowing

Energy-as-a-Service (EaaS)

Similar to an ESA structure, under Energy as a Service (EaaS) model, the project assets are owned by a third party. Trane takes on the performance risk, and the customer pays for the services provided by the project. EaaS is a fee for service model designed for customers to pay per unit of energy they consume subject to the availability of the installed equipment. Much like electricity generated from a solar PPA, efficiency savings from installed equipment such as chillers, boilers, lighting, etc. can be structured much like a Power Purchase Agreement ("PPA").

The structure is outcome based with the customer receiving agreed upon key performance indicators (KPIs) and savings as applicable, and/or any combination thereof. The customer payments will be reflective of the project performance. Working with the Trane, the SPE sets a certain level of performance. If the performance isn't realized, the Trane will make up any shortfall. At the expiration of the contract, the customer will have the option of extending the contract term, paying the fair market value for the project assets, or returning the project assets to the SPE owner. The abandon in place option is at the discretion of the SPE owner. All these options will be negotiated between the parties.

Public-Private Partnerships (P3)

Under a public-private partnership (P3) model, the customer can assign to Trane or a third-party certain risks that are normally borne by the public owner under a traditional arrangement like a design-build contract. These risks include the design, construction, and maintenance of the project.

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This financing arrangement allows the customer to assign construction, performance, and maintenance risks components to a third party, while minimizing financial impacts. This can provide you with an expected and secured annual operating cost over the term of the contract. It will also spell out the end-of-term customer options.

In this public-private partnership, the delivery model requires an agreement between a public owner and a private sector partner for the design, construction, funding, and operations and maintenance of the assets by the private sector partner over an agreed upon amount of time. A P3 normally uses a performance-based methodology for the technical requirements and specifications. This allows the customer an opportunity to leverage Trane's experience and expertise to guarantee a defined level of performance of an asset throughout the life of the agreement. Financing can be a combination of equity and debt.

Under this P3 arrangement, the operations, maintenance, removal, and performance risks are wholly shifted to Trane in order to supply the credit support required by private sector equity providers. Trane can assume complete O&M responsibility with a corresponding assignment of risk, or we can offer operations management supervision –with O&M provided by your workforce with less risk transfer.

ANTICIPATION DISCOUNT PROGRAM

The Trane Anticipation Discount Program can give you the opportunity to add value to your HVAC Supplies by reducing the cost of purchase by making payment prior to shipment. With this program you can reduce your costs while financing the project at an attractive rate, gain immediate order approval and enhance your credit standing.

The Trane Anticipation Discount Program can be customized for each project you are planning, using any Trane HVAC supplies, allowing for variable payment amounts in addition to variable payment dates.

The amount of your final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and sipping dates.

OPPORTUNITIES FOR K-12 ENERGY EDUCATION

As a leading global provider of indoor comfort systems and services, Trane feels a responsibility to educate students on the importance and benefits of energy efficiency. Trane has several educational opportunities for school administrators:

The BTU Crew™

Trane's **BTU Crew** is an educational program that teaches kids easy ways to save energy. The program promotes STEM careers by showing students how much fun science and energy can be. When you invest in your school's infrastructure, you invest in your students' futures as well. We can help you create a better learning environment where the school becomes a living, hands-on learning lab and provides relevant program curriculum to round out your student education with practical skills for when they graduate.



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Trane provides this feature for one building at no cost. Trane's educational emphasis:

- Teaches students of all levels the basics of energy
- Creates passion for a future career in science, technology, engineering, and math (STEM)
- Engages students in decisions impacting their school's energy use
- Builds real-life skills in technical education with industry-recognized certifications

Promotes an Early Interest in Energy and STEM

Studies show that kids can develop life-long preferences at an early age. By the fourth grade, one-third of boys and girls have lost an interest in science. By eighth grade, almost half have lost interest or deemed it irrelevant to their education or future plans.

That's why Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

- Interactive and engaging
- Customizable and adaptable
- Available in Grade 4+ and Grade 8+ versions

Provides Hands-On Learning Through Digital Solutions

Easy-to-use interactive digital tools give students an engaging, visual way to learn the concepts of energy efficiency and sustainability by understanding the energy use in their own school. Students can design the dashboard metrics and track results toward energy and carbon footprint goals, giving them a deep understanding of the dynamics of energy – while advancing their analytical and problem-solving skills.

Students Gain Knowledge on Energy and Learn How to Make a Difference

Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to act.

- **Energy 101:** Students learn about energy, energy transformations and energy usage.
- **I Spy…Energy Efficiency:** Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.
- **Careers:** Students learn what different types of engineers do, specifically concerning energy usage.
- **Energy Audit:** Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.
- **What's Our Energy Score:** Students analyze the results of the energy audit.
- **Expand the BTU Crew™:** Students act by presenting findings or writing a letter to a local legislator.

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NC3 – The National Coalition of Certification Centers



Trane is a proud sponsor of **NC3**, a national network of educational institutions working with industry, trade, and professional organizations to develop and implement industry driven, portable certifications. Trane's NC3 initiatives focus on technical education and workforce development in the HVAC and energy efficiency sectors. NC3 provides curriculum and associated certifications that high school students can earn. These certifications are designed for integration into an existing technical program to enhance what is already being taught. NC3 certifications can be applied across several different industries, therefore creating flexible, stackable, and relevant credentials to students and a wide variety of employers.

Integrating industry certifications into an academic course combines the best of both worlds by enhancing teacher skills, delivering the professional development that technical educators look for, and providing students with more opportunities and relevant job-ready skills.

NC3 National Signing Day

NC3, working with companies like Trane, also delivers innovation – an example being NC3 National Signing Day. This is where students, many of whom are in their last year of high school, are recognized at their chosen Technical College like how athletes sign letters of intent for Division I colleges. In this case, students are recognized for choosing to pursue a technical education.

Trane has many capabilities that make us different than our competition. We work with our education partners to strategically use everything that Trane has in our portfolio of services. Detailed on the following pages are just a few of the offerings that Trane feels would interest to school districts.

We Will Help You Spread the Good News

Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts
- News releases on key project milestones
- Joint events and speaking engagements
- Written or video case studies
- Website or annual report feature
- Customer awards and recognition

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

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Here are a few examples of publicity that have resulted from similar projects.

River Trails Elementary School, Mount Prospect, IL

Daily Herald
Suburban Chicago's Information Source

River Trails District 26 honored for sustainability efforts

Daily Herald report Updated: 10/19/2021 10:15 AM

River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.

Prairie Trails School is on track to save more than $32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."

Williamson County Schools, TN



Presentation for Association of County Mayors in , Tennessee, *Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee*, Aug. 30, 2021, features quote about Williamson County project that Trane completed*

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"Because of TRANE, we are paying less today for utilities than we were five years ago – and we've added five new schools" Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, Tennessee

City of Vestavia Hills, AL



Trane's exterior lighting upgrade for the City of Vestavia Hills, AL resulted in this web site article. Trane presented the City with an Energy Efficiency Leader Award since the project cut energy consumption in NC3 – The National Coalition of Certification Centers

8. References

8. Minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects.

Reference 1: Roanoke City Schools

Company: **Roanoke City Schools Comprehensive Solutions and OMNIA Projects**

Address: 3601 Ferncliff Avenue NW, Roanoke, VA 24017

Contact Person: Jeff Shawver – Chief of Physical Plants

Phone: 540-853-6306

Email address: jshawver@rcps.info

Description of project:

HVAC Equipment and Products:

- Installation of VRF system at Noel C. Taylor Academy and Fishwick Middle School

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- Rooftop unit replacement at Forest Park Academy
- Boiler replacement at Roanoke Academy for Math and Science and Lucy B. Addison M.S.
- Chiller replacement at Roanoke Academy for Math and Science
- Chiller and cooling tower replacement at Lucy B. Addison Middle School
- VFDs on condenser water pumps at high schools
- Gym cooling at Lucy B. Addison M.S., Madison M.S, Garden City E.S., and Westside E.S.

Installation and Services

- Lighting upgrades including energy efficient internal and external LED lighting
- Building envelope upgrades
- Water conservation upgrades

Related Products, Solutions, and Other Services:

- Controls upgrades including Trane Intelligent Services
- Financial services
- Training
- Educational services

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Reference 2, City of Mesa Parks

Company: **City of Mesa Parks, Recreation and Community Facilities OMNIA Projects**

Address: P.O. Box1466 | 4444 | Mesa, Arizona, 85211

Contact Person: Barry Lougheed

Phone: 480-644-3732 (T), 602-350-6322 (C)

Email address: barry.lougheed@mesaaz.gov

Description of project:

HVAC Equipment and Products:

- New Chillers in several different buildings
- New HVAC equipment

Installation and Services

- Turnkey building mechanical retrofits
- Street lighting retrofits
- Closed Circuit TV (CCTV) services

Related Products, Solutions, and Other Services:

- New Trane control systems in 40+ buildings
- Hosted Ensemble
- 3rd party system integrations
- Control system services
- Lighting control systems
- Training

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Reference 3: Gateway Technical College

Company: **Gateway Technical College Indoor Environmental Quality Project through OMNIA**

Address: 1001 S. Main Street, Racine, WI 53403

Contact Person: John Thielen, Director of Capital Projects

Phone: 262-564-2597

Email address: thielenj@gtc.edu

Description of project:

HVAC Equipment and Products:

- Installed Synexis® in-room devices for Indoor Air Quality improvement

The leaders at Gateway Technical College in Southeastern Wisconsin needed to create the best possible learning environment to help their 20,000 students comfortably return to in-person learning for the fall 2021 semester. Administrators wanted to optimize indoor environmental quality (IEQ) at the college's 18 buildings spread across nine campuses. For more information click here.









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9. Proof of Performance

a. Services Bidder Can Perform

9. To further demonstrate similar experience and provide proof of performance:
    a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.

Trane provided service information in the Lines of Business: Trane Services (pages 23-33). Additional information is provided on the following pages.

Below is a list of categories provided under this contract and, by no means, is restricted to just these items. Detailed descriptions of training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades are provided on the following pages.

HVAC Equipment and Products:

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment
- Indoor Air Quality services such as appraisals, filtration analysis and remediation

Installation and Services

- Lighting and retrofits
- Equipment startups and warranty support

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- HVAC, refrigeration, and plumbing installation including complete turnkey replacements, new construction, renovation, and new construction projects
- Included are any ancillary labor tasks, related to HVAC, refrigeration, or plumbing installations.
- Predictive maintenance such as oil, refrigerant, and vibration analysis
- Many types of repair services with coverage (full, partial, and preventive) on existing Trane HVAC equipment types as well other OEM brand names and plumbing fixtures and systems
- Remanufacturing services **including Trane's exclusive R'Newal programs**
- All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC, refrigeration, plumbing requirements, and other mechanical systems
- Municipal services including wastewater treatment plant work, pump stations, and heat transfer systems

Related Products, Solutions, and Other Services:

- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems
- Training-both local and factory providing skill building, educational programs, and certifications
- System commissioning and reporting analytics
- Many types of monitoring such as man-in-attendance, BAS remote monitoring and Intelligent Services
- Maintenance services including full and preventive maintenance contracts including time & material contracts
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication
- Filter change outs, contract maintenance and over the counter sales
- Warranty services and extended parts and labor warranties
- Air and water balancing
- Building Automation analytics and Energy Optics programs
- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.
- Site surveys of existing facilities
- Rental HVAC equipment from Trane Rental Services
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and architectural services such as MEP, structural and civil
- Contracting for packaged enhanced solutions
- Facilities Management program
- Airport HVAC systems including localized jet-bridge air conditioners

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TRAINING

Trane offers a variety of training programs to choose from. These can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.



Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible.

On-Site/Virtual Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units.
- Controls training to obtain the best performance from your building automation system.
- Boiler plant efficiency and maintenance, lighting, and water conservation measures.
- Shadowing Trane technicians while we provide contracted maintenance services.

Office Training

Trane can customize training for your employees at our offices. This includes the material covered in our Trane University courses listed below.

Trane University

Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

- ***Building System and Controls training*** offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system. This will be provided by the Controls Vendor, CSO as referenced below.
- ***Technical Service training*** offers factory training for commercial systems service, maintenance, and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

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Trane A/C Clinics

Trane has developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems.

START-UP AND COMMISSIONING SERVICES

Trane has a strong local presence, and we service what we install with our own service technicians. Trane follows a process called Contracting to Service Transition, where the local Trane technicians' part of the start-up and commissioning so that they are prepared to support the facility once implemented. Our strong local presence and this process using our own service technicians allows us to have the fastest possible response times when a need for service should arise. In addition to providing on-site service from our local team, Trane local remote monitoring capabilities and can leverage the data that we gather with the knowledge of the Trane technicians and account team that are responsible for your facility. This approach adds to Trane's ability to provide fast and proactive service, at times identifying and starting to resolve issues prior to the customer knowing about it. Trane's maintenance services include:

- **Elite Start Services** – Give your new system the assurance of optimal performance and a long-life cycle
- **Repair Services** – Trane technicians can service all brands and types of HVAC units
- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance
- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

INSTALLATION

A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities at the project site in accordance with the design, costs, schedule, safety protocols, and QC process. The PM leads and manages the installation team, including subcontractors, and is responsible for Project Schedule. Trane has a nationwide resource pool of 133 construction managers available to provide support to the assigned PM.

MAINTENANCE

To help optimize the performance of your building systems, our service technicians and other professionals will assist at whatever level you desire. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, we can provide the expertise to match your specific needs.

Choose from among the following services

- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance

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- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

Scheduled Agreement

Under our Scheduled Agreement offering, factory authorized service technicians perform the periodic maintenance required to keep your systems operating at their peak, so you no longer must plan, schedule, or manage routine maintenance. We are fully trained to perform maintenance on Trane HVAC equipment and other brands within your facilities.

Under a Scheduled Agreement, your building systems are maintained by our knowledgeable service technicians using Six Sigma maintenance procedures to deliver the highest level of quality. Clients often experience lower maintenance costs under a Scheduled Agreement because impending equipment failures can be identified and resolved before they become major problems.

Select Agreement

With a Select Agreement, you receive all the benefits of a Scheduled Agreement, plus parts and labor coverage for maintainable equipment selected by your team – and approved by Trane.

We will work with you to select the major components and systems in your facility that you want Trane to maintain. We cover the cost of repairing your systems or replacing the pre-selected components, should they fail. We will help you consider acceptable performance ranges, reliability, and risk tolerance to determine the level of coverage you require for your HVAC maintenance needs.

Remote Diagnostics

Quickly detect failures in your building with round-the-clock monitoring from the Trane Intelligent Services center, where our building professionals provide support 24 hours a day, 365 days a year. Beyond alarm detection, Trane building professionals with deep industry expertise analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls – and the amount of time your staff spends on facility-related problems.

TURNKEY SERVICES

Trane creates comprehensive solutions based on a thorough understanding of your business goals as well as your infrastructure needs. With our full knowledge of the interrelated workings of your building or buildings, we can recommend adjustments in equipment and services for maximum efficiency and cost-savings. We call this corner-to-corner approach Turnkey Contracting Services.

Even before you sign a contract, Trane ranks your building's performance to see how it compares to your competitions'. Because we are the largest OEM of HVAC equipment, we have a global database of information regarding thousands of installed systems— including buildings belonging to other organizations in your industry. We can measure how your building stacks up with a roughly apples-to-apples comparison.

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Once you've contracted for Trane Turnkey Services, we customize project solutions to fit your unique operational and performance needs. An environmentally sensitive industry such as biomedical engineering, for example, may demand carefully managed temperature, humidity, air particulates or air filtration. Our solutions may also include:

- Mechanical, electrical, lighting systems specifications, retrofit and optimization
- Building lifecycle planning
- Total cost of ownership reduction through energy-saving system specifications and operating cost optimization
- Addressing environmental and operating cost concerns through enterprise energy management systems including:
- On-site generation
- Water conservation
- Energy purchasing options
- Renewable technologies
- Code and regulations compliance
- Ongoing maintenance and repair

With Trane Turnkey Contracting Services, you reduce energy and operating costs while maintaining efficient operation.

PROJECT APPROACH TO INDOOR ENVIRONMENTAL QUALITY (IEQ)

Wellsphere™ from Trane is a holistic approach to building wellness. It addresses the four elements of indoor environmental quality (IEQ):

Air Quality

Improving indoor air quality (IAQ) is one of the most effective ways to address airborne health risks in your building. Indoor pollutants can be invisible to our senses, yet harmful to our health and productivity. Trane can perform an IAQ assessment of your facilities and fully vet the three solutions that Trane currently supports:

- Ultraviolet lamps in ductwork
- Synexis (dry hydrogen peroxide gas)
- Dynamic air cleaners.

Thermal Comfort

Create an indoor atmosphere that's comfortable and stimulating while balancing your energy efficiency and sustainability needs. When the right HVAC equipment and control strategies are in place, occupants can feel more comfortable and be more productive.

Lighting

The lighting design of indoor spaces can affect peoples' mood, productivity and even the rhythms of their bodies. Today's more intelligent lighting systems have significant potential to improve safety,

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comfort, and productivity. By integrating controls over lighting and HVAC, Trane can make it easier to manage more of what is happening inside your building—from one easy-to-use user interface.

Acoustics

Good acoustic design can enhance concentration and focus by eliminating noise, improving sound privacy and much more. Trane is an industry leader in providing accurate, comprehensive acoustical data for our products and system designs within the building context. Quiet products are only the beginning of Trane's scientific approach to building acoustics.

REPAIR SERVICES

Chances are your facilities have HVAC and controls systems from several different manufacturers. Trane technicians are proficient in servicing all brands and types of HVAC and controls systems. These are among the comfort systems that our local technicians maintain, repair, or replace:

- Air filtration and air handlers
- Chillers (air-cooled and water-cooled)
- Chilled water and condenser water pumps
- Controls (digital and pneumatic)
- Cooling towers and evaporative coolers
- Condensing units
- Fans and humidification
- Motors and motor starters
- Rooftop and unitary HVAC units (electric and gas-fired)
- Variable frequency drives

Knowledgeable Trane technicians will troubleshoot your equipment using data compiled from experiences with clients around the world. They are trained to look beyond the immediate problem by also identifying weaknesses or potential areas of unreliability.

Rentals

If you need temporary cooling or other equipment during a retrofit, we have the resources in place to quickly deliver a solution. Trane Rental Services has been providing temporary equipment solutions for more than 25 years. Our fleet includes Water- and Air-Cooled Chillers, Package Air Conditioning Units, Air Handling Units, Diesel Power Generators, Oil-Free Compressed Air, Heaters, and ancillary equipment to support our customers.

You will have access to 24/7/365 customer service, equipment monitoring and technical support. With 25 locations in the United States and Canada, **we can deliver temporary equipment solutions to every major metropolitan market within hours**. In addition to providing solutions for emergency needs, we can also help customers with their seasonal supplemental needs, planned shutdowns and special events.

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LEASES

Trane's Financial Services includes leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.

EQUIPMENT UPGRADES

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems.
- Lighting & retrofits
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases.

OTHER SERVICES

- **Energy Services** - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **System analysis** of existing facilities including modeling and payback analysis
- **Design Build Contracting** for upgrading and improving efficiency within municipal infrastructure including but not limited to city buildings, wastewater treatment plants, conveyance systems, water treatment facilities, metering system, and lighting, etc.

PRODUCTS AND BRANDS SUPPORTED BY TRANE

- Identify the manufacturer products/brands the Bidder can service and support.

While Trane is the industry expert on Trane equipment, we service all brands and most models of HVAC equipment. Trane technicians are sent to other competitive OEM schools across the industries (Carrier,

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York, etc.) for certification. Trane is a vendor-neutral company with experience installing, maintaining, and repairing a variety of products and brands including:

Products – water-cooled chillers, air-cooled chillers, air handlers, boilers, pumps, piping, cooling towers, VAV systems, variable frequency drives, constant volume systems, building energy management systems, roof top unit air handlers, make up air unit air handlers, VRF and ductless systems, building automation systems, all heating and cooling valves, air balancing, back flow/cooling/heating valves, heat exchangers, and refrigeration.

Brands – AAON, American Standard, Amana, AO Smith, Artichill, Aurora, BAC, Bard, Bell and Gossett, Bosch, Bryant, Carrier, Coleman, Daiken, Desert-Aire, Distech, Edpac, Energy Logic, Evapco, Honeywell, Hydrother, Ingersoll-Rand, Johnson Controls/York, Lennox, Liebert, Lochnivar, Marley/Evapco, Marvair, McQuay, Mitsubishi, Multistack, Paco, Patterson-Kelly, Pool Pac, Raypack, RBI, Trane, and Vertiv.

MINIMUM WORK CREW

- Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.

The minimum work crew is addressed based on project type. All contracting jobs will have a project foreman (typically lead mechanic) fluent in English that has the authority to act on behalf of Trane. Each site will have at least one journeyman assigned.

SUBCONTRACTOR SELECTION

- Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via Appruv (https://appruv.com). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane's Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages**: Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs**: Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.

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- **Multiple Bidders**: Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

TESTING, ADJUSTING, AND BALANCING

- Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

The purpose of testing, adjusting, and balancing (TAB) is to assure that an HVAC system is providing maximum occupant comfort at the lowest energy cost possible.

Pre-planning for TAB work includes making certain that all the necessary parties and individuals to conduct the work are onboard. The type of building and systems to be tested and a realistic evaluation of what skills the TAB technician possesses are key planning elements.

- Often, a controls specialist will be needed to operate the system for the TAB technician.
- The representatives from the original equipment suppliers may be needed as a resource, at a minimum, but for complex equipment and systems or in a new building startup a manufacturer's representative may be required at the site to operate the mechanical equipment.
- If the building has a facilities manager that individual is typically the most important participant with which the on-site TAB technicians will work. Facility managers have a substantial vested interest in ongoing customer satisfaction—the people who work or live in the building are actual end- use customers—and their satisfaction will ultimately be the key measure of success.

Occasionally, a system cannot be balanced or made to perform in accordance with the contract's design specifications regardless of the number of balancing dampers or valves that can be installed. Competent TAB technicians should be prepared for this possibility and work with the appropriate individuals to formulate recommendations as part of the final TAB report.

It should be made clear that the TAB work is not "commissioning." Most commissioning services are completed by firms having technicians experienced with each of the individual building systems—HVAC, lighting, plumbing, electrical, and security systems.

Commissioning services for any new building construction or renovation are intended to verify all the above systems—operate properly and meet performance criteria.

Commissioning also includes the testing of all building controls for each mode of operation to verify all systems are being sequenced correctly with each other and that all interlocks are functioning. The commissioning agent must document the results of each equipment test performed as it is completed.

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These firms will usually subcontract the services of an independent TAB contractor to verify HVAC system balancing as part of their more inclusive commissioning contract.

New Buildings

Testing, adjusting, and balancing of all HVAC systems in a new building is needed to complete the installation and to make the system perform as the designer intended. Assuming that the system design and installation meets the comfort needs of the building occupants, testing, adjusting, and balancing of the HVAC system fine tunes occupant comfort levels while keeping energy use to the lowest level possible. This is extremely important in this era of rising energy costs.

It is important to make sure that all factory equipment startup service has been completed before beginning any TAB work. Most specifications on new building construction usually require a factory representative to be present during the initial startup and adjustment of the mechanical equipment—central boilers, chillers, large variable-speed motor drives, and cooling towers. This initial equipment checkout is also usually required to activate the factory warranties and is not part of the TAB contractor's responsibility. After this initial startup service has been completed, the TAB contractor should be informed that the systems are operating properly, that all safety interlocks and protective devices are functioning, and the systems are ready to be balanced. The TAB phase of any building construction or renovation is intended to verify that all HVAC water- and airflows and pressures meet the design intent and equipment manufacturer's operating requirements. It is rare to find an HVAC system of any size that will perform completely satisfactorily without the benefit of final adjustments. Therefore it is considered a "best practice" for the designer to specify that TAB work be part of the overall HVAC system installation.

Existing Buildings

There are few buildings in existence that have not experienced changes in internal loads and space layout changes since they were designed and built. These buildings should periodically have their HVAC systems rebalanced to achieve maximum operating performance, efficiency, and comfort.

The TAB Technician

TAB technician designates the person in charge of the TAB work being done on the HVAC system. TAB procedures on a complicated HVAC system require that the TAB technician must be a well-trained, highly skilled, and knowledgeable individual. This person must know the fundamentals of airflow, hydronic flow, refrigeration, and electricity and be familiar with all types of HVAC temperature controls and refrigeration systems. They must also know how to take pressure, temperature, and flow measurements and be able to perform effective troubleshooting.

The TAB Team

There are TAB jobs that can be done by one person. However, many HVAC systems need a TAB team to complete the TAB work efficiently and in a reasonable time period. It is equally important that the other members of the TAB team be trained and knowledgeable in the basic fundamentals and procedures of TAB work.

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Energy Costs and Occupant Comfort

TAB work conducted on existing buildings will often hold opportunities for the attentive TAB technician to identify additional equipment or work for the system being balanced that will increase occupant comfort and decrease building operating costs. An obvious example would be the replacement of single-speed electric fan motors with newer computer-controlled equipment that can more closely follow the required airflow needs over the changing seasons and load variations. Variable-speed electric motors are a relatively new product and the older the building the greater the likelihood and potential for energy-saving and comfort-enhancing opportunity. In some instances, variable-speed motors may consume just 15% of the electricity on an annual basis as an older single-speed motor.

Another example would be when the TAB technician is asked to provide a rebalance of an individual zone due to shifts in internal use. Often, this is a good opportunity to examine the benefits of a complete review of the building's mechanical system and possibly provide complete-building TAB services. Also, changes in one building zone will often result in changes throughout or at least in other parts of the building.

TAB Instruments

Airflow Measuring Instruments

- Manometers—Used to measure pressure drops which can be translated into flow rates. Available in tube types, both U-Tube and inclined-vertical use a fluid in a tube to represent the difference in pressure between two points.
- Digital manometers—Can provide very accurate readings at very low-pressure differentials, such as across air filters and expansion cooling coils. Can automatically adjust for barometric pressure, store readings with recall in average or total numbers, and some can provide additional functions such as temperature measurements.
- Anemometers—Available in several configurations—rotating vane, deflecting vane, thermal—and used primarily to measure air velocities at registers, grilles, hoods, coils, etc.
- Flow measuring hoods—Directly measures CFM of air distribution devices.

Temperature Measuring Instruments

- Glass tube and dial thermometers—Measurement of air and fluid temperatures
- Thermocouples—Measures surface temperatures
- Psychrometers and electronic thermo-hygrometers—Determines relative humidity.

TAB Reporting Forms

The proper use of a consistent set of reporting forms assures that TAB work is being done in a systematic manner that produces documented test results that can be easily understood. The following list is an example of forms with a brief description of each to illustrate the steps in the TAB process. Each project may require fewer or more forms and steps depending upon the TAB project goals and the system complexity. Forms include:

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- **System Diagram**—A schematic that depicts the system to be tested, its major components, distribution system sizes, the quantities of flow, the location of regulating devices and terminal units and other relevant data.
- **Apparatus Test Report**—Provides details of actual measured flow rates, motor loads and other information that will be useful to compare design to actual system component performance.
- **Coil Test Report**—Used to record performance of chilled or hot water, steam, DX, or other types of energy exchange coils.
- **Gas/Oil-Fired Apparatus Test Report**—Tracks performance of unit heaters, furnaces, and boilers for use in comparison and as a supplement to factory-provided data.
- **Duct Heater Test Report**—Provides documentation of airflow rates across electric furnaces and heater coils and verifies min./max. airflow rates as per required by manufacturers.
- **Duct Transverse Reports**—Used as a worksheet for recording velocity pressures in a prescribed manner to determine actual airflow for duct— round and rectangular.
- **Air Outlet Test Report**—Provides documentation of preliminary and final air distribution devices and possible reasons for deviations from design.
- **Terminal Unit Test Report**—Used to check and document the performance of terminal units.
- **Major Equipment Test Reports**—Each major mechanical HVAC device that is present and part of the TAB project—Chiller/Packaged HVAC/Compressor/Condenser/Cooling Tower/Pump/Boiler—is tested and the results recorded according to industry-recognized procedures. Specific test requirements may be requested for any major component to verify operating performance or efficiency.
- **Instrument Calibration Report**—Documents the tested accuracy of the instruments used to conduct the TAB project.

RELEVANT CODES AND STANDARDS

- **Energy Systems Analysis & Management**—Presents an updated level of technical information necessary for energy conservation and retrofits of today's commercial facilities. This new manual provides building owners, facility managers, contractors, and system designers with the tools needed to evaluate an existing facility for energy savings potential. Items of special interest include performance contracting, CFC refrigeration regulation, and new automation system open protocols. Other topics covered include HVAC heat recovery, energy auditing, operation and maintenance, and indoor air quality.
- **HVAC Systems - Commissioning Manual**—A practical how-to guide for contractors, owners, and engineers interested in learning about commissioning for new buildings and re-commissioning for existing buildings. Separate chapters are devoted to the different levels of commissioning, including b g basic, comprehensive, and critical system commissioning. A thorough explanation of re-commissioning leads one through the preliminary investigation, survey and documentation phase, the design and installation of system modifications, and the actual re- commissioning test.

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- **HVAC Systems - Testing, Adjusting, & Balancing**—Presents the basic fundamentals, methods, and procedures, including the necessary tables and charts, to adequately balance a complete HVAC system. A tutorial on air and hydronic systems as well as equipment performance and operation, this comprehensive text covers motor operation, fan curves, pump curves, and fluid flow losses in ducts, fittings, pipes, and air terminals. In addition, variable frequency drives, direct digital control systems, lab hood exhaust balancing and the latest balancing equipment and procedures are presented.
- **TAB Procedural Guide**—The TAB Procedural Guide is intended for trained TAB technicians to assure that the appropriate procedures are employed in an effective manner. This new publication includes general as well as specific guidance for both air-and water-side HVAC system adjusting and balancing. Variable air volume, multi-zone, dual duct, and exhaust air systems are examples of the systems specifically covered and time-saving forms are included for precise record keeping during the conduct of a TAB project. The guide assists TAB technicians with preplanning and establishing teams so that energy use is minimized whether the work is done in new or existing buildings.

COMMISSIONING PLAN

- Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.

This Commissioning Plan establishes the framework for how commissioning will be handled and managed on a given project and custom to that project's Scope of Work. The commissioning process is applicable anytime Trane performs work, either in a primary contracting capacity or as a sub-contractor within the projects' delivery model. The commissioning planning process begins with a kick-off meeting to determine the project's scope, breadth of work, participating trades, timelines, etc. At this meeting, the Trane Project Manager (PM) in conjunction with the Customer Agency will discuss the commissioning process, schedule, team and team member responsibilities, communication structures, and develop a general description of the systems to be commissioned. The Commissioning Plan is custom to the project's unique Scope of Work. A Commissioning Plan typically includes the following and takes place well before equipment is ordered or work begun, which could be weeks or months prior to the project's completion:

Introduction	Purpose and general summary of the Plan.
General Project Information	Overview of the project, emphasizing key project information and delivery method characteristics.
Commissioning Scope	The commissioning scope including which building assemblies, systems, subsystems, and equipment will be commissioned on this project.
Team Contacts	Project specific Commissioning Team members and contact information.
Communication Plan& Protocols	Documentation of the communication channels to be used throughout the project.

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Commissioning Process	Detailed description of the project specific tasks to be accomplished during the Planning, Design, Construction, and Tenant Occupancy Stages with associated roles & responsibilities.
Commissioning Documentation	List of commissioning documents required to identify expectations, track conditions and decisions and validate/certify performance.
Commissioning Schedule	Specific sequences of events and relative timeframes, dates, and durations.

TRANE'S APPROACH TO PREVENTATIVE MAINTENANCE

- Describe Bidder's company's scope of work for preventative maintenance work.

Trane's service team members use specific software and standard processes in place to schedule service calls, complete preventative maintenance, invoice jobs, and track inventory. With a comprehensive range of service capabilities and in-house expertise—delivered by an extensive service network always on call—Trane delivers the most reliable and cost-effective performance from day one. Once a Service Agreement is in place, Trane technicians will complete field reports that include all recommendations for maintaining a high-performance facility.

Trane's Preventative Maintenance program typically consists of four quarterly site visits: with one annual inspection and three routine inspections. The number of site visits can vary according to the system needs. By planning ahead and addressing maintenance needs on a systematic, scheduled basis, customers can virtually eliminate unplanned downtime and save a lot on repair costs. As maintenance tasks are performed, technicians record and detail each asset's condition to determine the appropriate timeframe for an inspection, cleaning, lubrication, any calibration, or adjustment, including possible part replacement.

The work performed is recorded electronically via technician's mobile device. The data is stored and backed up on a secure data network. At completion of the work, customers receive an electronic report of the tasks executed. In addition (for service agreement customers only) work reports can be accessed on a Trane customer portal (https://mybuilding.trane.com).

We're fully trained, using proprietary Six Sigma maintenance procedures, to service both Trane HVAC equipment as well as that of other brands.

Trane's industry exclusive service flow process includes detailed, documented procedures that identify steps for: safety, sequence of execution, quality control, work validation, parts, materials, tools, and environmental compliance. Where applicable, **Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.**

To prolong an asset's useful life and lessening the likelihood of failure, Trane offers a preventative approach that can leverage predictive technology as well as regular monitoring of your HVAC operations. Our standard Preventative Maintenance package involves planning ahead and addressing maintenance needs on a systematic, scheduled basis. However, we can add value with optional state-of

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the-art add-on services — such as Predictive Service, Active Monitoring, Critical Systems Audit, or Rental Reserve.

Trane's overall approach to Preventative Maintenance revolves around 7 Service pillars:

Knowledge Transfer

Work performed on your equipment will be documented by our technician and reviewed with you at the completion of each service visit. Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities. Concurrent with annual start-up, the dedicated Trane Technician will instruct your Facility staff on how to operate the equipment covered by the agreement.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions — as specified in both AHRI (Air Conditioning, Heating and Refrigeration Institute) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). Trane then backs up this performance with the industry's premier warranty and service support to ultimately provide the best value for each customer. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane — from the factory to the field sales office. Trane products have utilized several such initiatives to provide cost saving areas for customers. For example:

- **ICS (Integrated Control Systems).** The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System (BAS) in place, Trane can provide our BAS system **at a packaged program price**.
- **D.F.T. (Demand Flow Technology).** A mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Technology

Scheduling, Service History — ComfortSite

ComfortSite — our web-based asset management system — is used for scheduling of Service calls and provides customers with free access to their Service history, technical reports, parts identification tools, product literature and other relevant information. In addition to these options, ComfortSite also enables owners to manage local parts inventory and equipment replacement plans. ComfortSite offers these advantages:

- Asset and maintenance management software
- 24/7 internet-based access
- Trane enters HVAC equipment data

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- No software integration or process changes required
- Ability to enter non-HVAC equipment into the database
- Multi-level username and password access
- Multiple output file formats available for upload

Chiller Plant Optimization



Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability, and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and stating
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

Predictive Service

Trane will analyze the condition of your HVAC equipment to detect physical conditions that can lead to system inefficiencies and catastrophic failures. Early detection by Trane Field Service Technicians enables you to arrange maintenance procedures and overhauls during planned downtime instead of experiencing unplanned system outages and emergency repair delays and costs.

- Infrared Thermography
- Combustion Testing
- Vibration Testing
- Eddy Current Tube Testing
- Ultrasonic Testing other than tubes, bearing, etc.
- Air Quality Monitoring
- Air Balance
- Water Balance

Energy Performance

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) service provides visual tools and analytics that uncover hidden causes of

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energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.

Advantages:

- Leverage spectral analysis to visualize energy usage or demand over a select period
- Monitor building performance and view progress on sustainability goals using intuitive dashboards
- Access analytics to identify times of excessive energy consumption
- Report and track the ongoing improvements gained by proactively managing your building



Implementation:

- Cloud-based building energy management system provided through Software as a Service (SaaS)
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Real-time energy data monitoring and aggregation from multiple sources: utility meters, sub-meters, sensors and building automation system all linked to your local energy costs to track your energy spend more accurately
- Software support, online help, and documentation
- Site set-up and data

The Environment and Sustainability

Trane procedures for handling refrigerants are compliant with Federal and State laws and regulations — in respect to the proper handling, storage, and repair of leaks of ozone-depleting refrigerants as well as their substitutes, according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Trane maintains and uses our Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all

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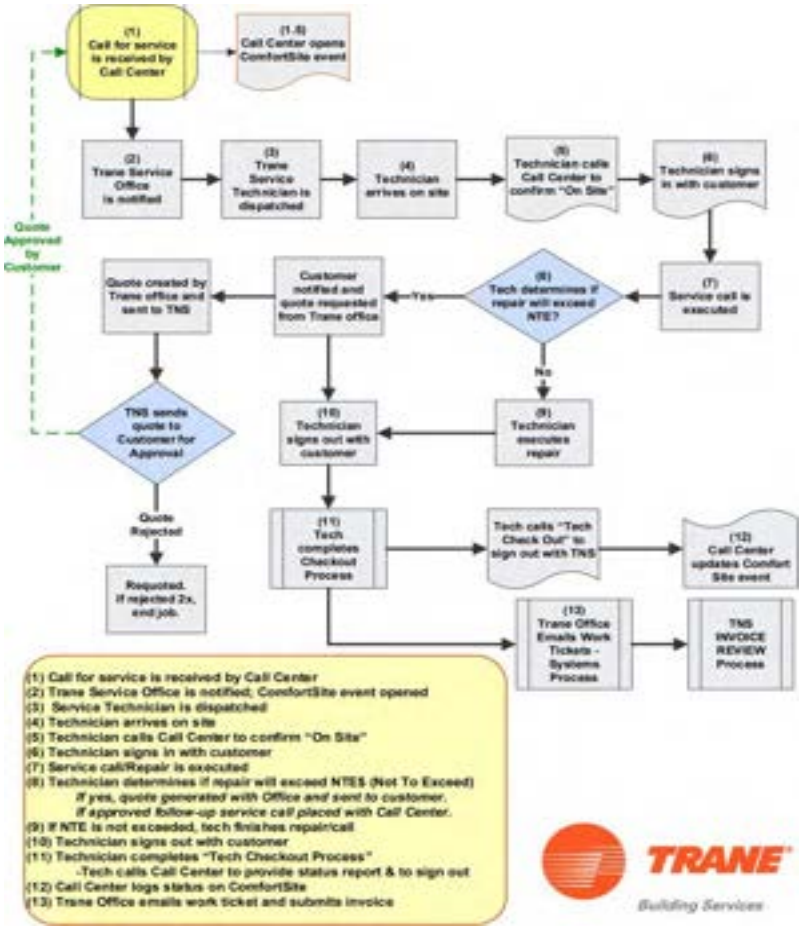
refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment and can be used to satisfy reporting requirements. In terms of Oil disposal, we remove used oil from your refrigeration units and dispose of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil, where allowed, and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste,

Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Documented Processes to Safeguard Uniform Service Delivery

All Trane personnel follow documented processes to enable and safeguard uniform service delivery.



Specific Work Steps

The following illustrates Trane's procedure for each call for service:

Emergency Response within 4 hours — 24/7, 365 days a year

Priority Emergency Response is available on a 24-hour-per-day basis. Trane is able to perform emergency services outside of normal business hours when requested. Each Trane office has its own Emergency hotline for seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five

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(365) days per year. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. And our goal is to respond to all emergency calls within 4 hours or less.

Trane's team of Service technicians has a rotational, on-call schedule, and someone is always available to handle an after-hours or an emergency call.

Emergency Parts Service

Trane's Parts order system provides an ability for both emergency and rush orders. This system is unique in that it allows the flexibility of integrating rush orders into the standard order system without disruptions or excessive costs.

The State-of-the-Art Rental Reserve Add-on Service

Whether it's extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, buildings sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations.

Every rental delivers state-of-the-art Trane equipment and expertise. We'll be your one-stop solutions provider when you are:

- Short on time — A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution.
- Short on funds — Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds.
- Risk averse — Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.
- Experiencing temporary spikes — A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

Other Maintenance and Repair (OMR)

If the Technician finds an issue that needs to be fixed, they will communicate that to the customer and record their findings in a report, requesting a quote from Trane — to be approved by the customer ahead of the repair, replacement, or any other maintenance work.

Customers often opt for Trane's exclusive HVAC Rental Reserve program. The Rental Reserve Program is intended to protect against unplanned needs caused by customer's HVAC equipment outages. It is designed to minimize the impact of downtime by providing cooling system redundancy. The program provides year-round availability of rental chiller equipment within a 24-/48-hour notice to Trane — to proceed with delivery and connection of the rental equipment. Included in the price of the add-on option is a customized and executable HVAC rental emergency plan maintained by Trane as well as suitable equipment for speedy connection at the site.

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The rental emergency plan provided by Trane would contain a typical chilled water system plan, for example, where we will identify:

- Location, type, and tonnage of the rental chiller;
- Applicable electrical, chilled water, tower water connections as necessary for chiller connection;
- Necessary system upgrades to accommodate the Trane Rental chiller package

Warranties — Workmanship, Equipment

The workmanship warranty (labor portion of the Maintenance Services and Additional Work) is **90 days from the date of completion.** Trane's obligation under the Warranty is limited to correcting any labor improperly performed by Trane. Defects must be reported to Trane within the 90-day period.

The parts and equipment warranty (the material manufactured by Trane and provided to the customer in performance of the Services) is **12 months from the earlier date of equipment start-up or replacement.** Trane's obligation under the Warranty is limited to repairing or replacing the defective part at its option. Defects must be reported to Trane within the 12-month period.

Should it be necessary to replace or repair any non-Trane equipment provided by Trane as part of a service to the state, Trane will extend to the Customer the benefits of any warranty Trane receives from the manufacturer.

ADDITIONAL CHARGES FOR MAINTENANCE

- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

The primary goal of maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it occurs which Planned Maintenance and Condition Based Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, minor adjustments, and so on. In addition, workers can record equipment deterioration, so they know to replace, or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs, however additional charges would apply if these parts were not included up front.

REPAIR AND UPGRADE RECOMMENDATIONS

- Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

With a comprehensive range of service capabilities and in-house expertise, delivered by an extensive service network always on call, Trane service solutions ensure the most reliable and cost-effective performance from HVAC systems from day one – and on through their complete lifecycle. Once a Service Agreement is in place, Trane Technicians will complete field reports that include all recommendations for maintaining a high-performance facility. Below are descriptions of our service capabilities, from start up through advanced remote monitoring and contingency cooling.

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Start Up

Trane Elite Start™ - Commissioning service

Trane Service Engineers validate HVAC installation, following a tried and tested checklist for optimal start-up conditions, verifying, and recording design operational parameters.

Trane Extended Start - Assure the highest level of performance for the HVAC system's crucial first year. HVAC systems are typically sold with a standard factory warranty terms and conditions. Trane Extended Start goes above and beyond the standard warranty to provide eight value-added services which will create a system performance baseline.

Operate and Maintain

Genuine Parts and Repair Services - The right parts and the OEM expertise quickly available. From precision-crafted original Trane items to generic parts, Trane offers a comprehensive parts inventory with 6,500 references to answer quickly to customers' needs. Trane efficient logistics and factory authorized technicians also ensure expert replacements and fixes.

Trane Chiller Health Check Program - OEM chiller performance analysis The reliability and efficiency of a water chiller are directly related to how it is maintained and operated. Appropriate maintenance can help avoid severe malfunctions and costly breakdown. Trane Chiller Health Check Program provides the real time status and performance of equipment and recommends proactive measures to restore a safe, reliable, and efficient operation of chillers.

Trane Service Agreements - Reduce operating costs and optimize equipment life with planned maintenance from Trane. By planning and addressing maintenance needs on a systematic, scheduled basis, your client can save significantly and virtually eliminate unplanned downtime. Trane will help define the service agreements best suited to your client's applications and business needs.

Improve Cost of Ownership

Trane Select™ Contracts - Head off problems before they affect operation Four customizable HVAC service contracts designed to provide operating efficiency, maximize the system life, and help cut costs. From preventive maintenance plans to fully comprehensive solutions, Trane Select Contracts offer fixed costs making them more valuable the longer the contract period. All contracts come with free compressor coverage.

Trane Controls Services - Keeps HVAC settings fine-tuned for optimal performance. Buildings are a complex, inter-related set of systems. Over time, adjustments can change HVAC configurations that were fine-tuned on installation. Trane Controls Services offer four levels of servicing to regularly review the building control system, ensure it maintains its designed comfort level and is always up to date with your clients' current needs – operating as efficiently as possible.

Upgrade and Improve

Trane Care™ Services - Restore the performance of HVAC equipment and maximize its lifecycle. No matter where your clients' equipment is in its life cycle, Trane Care™ will turn HVAC systems into business advantages in terms of reliability, energy, and environment to help their buildings perform at its best and sustain it day in and day out. A Trane Care™ upgrade of HVAC installations will enhance

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equipment reliability, reduce operating costs, optimize equipment life, and ensure compliance with environmental regulations.

Advanced Remote Analytics

Trane Intelligent Services - Close remote building system monitoring and analysis of system trends. Trane Intelligent Services provide always-on, automated monitoring powered by a suite of leading technologies backed by Trane's team of technical experts. They give building operators high-end capability to help minimize the occurrence and severity of system failures through early detection of alarms and performance issues. Whether your clients require continuous monitoring and automated notification, monitoring plus an action plan for remediation services, Trane can provide a cost-effective solution to establish critical points, appropriate parameters, actions, and procedures.

Contingency Cooling

Trane Rental Services - Cooling solutions for all temporary needs Temporary cooling needs covered to keep your clients' businesses operational during repair, replacement, or upgrade of the existing systems: from breakdowns to extra seasonal capacity requirements, planned service work, facility renovation, specialty events and more. Trane provides fast, safe, and cost-effective solutions using modern and reliable equipment for all building purposes.

NOTIFICATION OR PERSONNEL IN FACILITY

- Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?

The Trane service coordinator notifies customer when Technician is scheduled to arrive. Upon arrival Technician checks in with designated site contact. Upon departure Trane technician reviews work and secures signature from site contact.

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b. Ability to Provide Temporary Cooling

b. Describe Bidder's ability to provide temporary cooling/chiller units.

Whether it is extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, businesses sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations. A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

- **Fast** - Because speed of unit installation can be extremely important to your business, all Trane rental equipment has been fitted with enhancements that save installation time.
- **Safe and reliable** - Whilst getting your system up and running is of utmost importance to your operation, safety and reliability of the equipment provided are equally important. You can depend on Trane modern equipment.
- **Cost-effective** - Whatever the application, Trane can provide a cost-effective temporary cooling solution for your organization until you are able to repair or replace your existing equipment.

Every rental delivers state-of-the-art Trane equipment and expertise. We will be your one-stop solutions provider when you are: Short on time: A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution. Short on funds: Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds. Risk averse: Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.



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c. Products and Services Provided by Trane

c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

Trane's products and services are provided on the "Product Information Matrix" on pages 75-92.

DESCRIPTION OF THE PRODUCTS

- A description of the Products, including all related components and parts to be provided by the major product category.

1. HVAC Equipment and Products

Chillers

- Air-cooled chillers
- Water-cooled chillers
- Compressor chillers
- Ancillary chiller water plant equipment
- Absorption liquid chillers
- HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption

Unitary systems that combine heating, cooling, and fan sections

- Rooftop systems
- Split systems
- Self-contained systems
- Water source heat pumps
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water- source, mini-splits

Air handling systems

- Performance air handlers
- Blowercoil air handlers
- Make-up air gas heating system
- Air handler options and air cleaning options, Type- central station-manufactured or custom makeup air, fan, filter, coil sections

Terminal devices

- Unit heaters
- Unit ventilators
- Fan coil units
- Ventilation fans and variable air volume
- Air Terminal Devices and Heating Products Type-VAV, Fin Tube Radiation/Convectors

Ductless variable refrigerant volume units

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Dedicated outdoor air systems

Replacement coils

Automation equipment

Parts and aftermarket product

- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers

Other HVAC products

- **Indoor Air Quality Products and Devices** Type- Active polarization, non- ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

2. Installation and Services

Installation of new equipment

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

Maintenance of existing systems

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils, and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

Upgrading of existing infrastructure

Turnkey services

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

Other installation and services offered by Bidder

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural, and other

3. Related Products, Solutions, and Other Services

New, and/or retrofitting older products and solution

HVAC equipment controls

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- Type-core components, end devices, lighting, panels

Ancillary Services

Thermostats

Sensors

Energy programs

Design and analysis tools

Commissioning

Building management and/or certifications

Enterprise management

Rental and lease services

- Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

Financial services

- Type- leasing, prompt, and pre-payment discounts, guaranteed savings and other

Training and/or educational services

Municipal services

Other related products and services

CATALOG OR BROCHURE TYPE INFORMATION

- A catalog or brochure type information as applicable.

Trane has detailed catalog information for all equipment. A National Line Card is provided on the following pages.

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National Line Card

PRODUCTS & SYSTEMS SOLUTIONS

TRANE



APPROACH

We take a creative approach to every project; treating each project uniquely so we can collaborate to understand objectives and goals. Trane delivers outcomes; we start from the beginning and follow the process through. Plus, we always keep indoor environment quality and energy efficiencies top of mind.

SERVICE & SOLUTIONS

Our capabilities include commercial systems, energy services & solutions, contracting, controls/building automation, rentals and service.

Trane Wellsphere™ is a holistic approach to building wellness that cultivates healthier indoor spaces. It brings together unmatched experience and expertise to take a holistic approach to optimizing building's indoor environmental quality (IEQ).

HVAC SYSTEMS
Sustainable and scalable solutions for maintaining ideal system performance

OPTIMIZED EQUIPMENT
Applied Chilled and Hot Water, Air Handling, Large and Light Packaged, VRF, VAV, Zone Terminal, Pre-Packaged Systems with Controls

RENTAL SERVICES
Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions

BUILDING SERVICES
Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians

ENERGY SERVICES
Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability

BUILDING AUTOMATION SYSTEMS
Making precise control easier, mobile and data-rich

TRANE TECHNOLOGIES

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Trane Building Automation Systems



Tracer® SC+
Scalable building automation system solution



Tracer Concierge®
Light commercial control system



Pivot® Smart Thermostat
Wi-Fi & Ethernet thermostat for light commercial applications



Factory & Field
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols



Wireless Solutions
Wireless comms, BACnet/ Zigbee®, temperature & humidity sensors

Trane Building Management Systems



Tracer® Ensemble®
Enterprise level building management software



Tracer® Synchrony®
Web-based facility management software



Tracer® Concierge®
Occupant user interface for non-technical user



Tracer® Mobile Apps
Concierge, Trane BAS Operator Suite

Trane Intelligent Services



Aggregates data collected in a building. Provides analytic tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Lighting Solutions



Control more than half of your building energy use when you integrate Trane lighting solutions into your EAS.* The Trane difference offers increased energy savings, improved comfort and flexibility, and a higher quality design - all within your customer's budget. Lighting science can support productivity, performance, safety, and well being. Utilizing intelligent lighting solutions as your infrastructure for smart buildings unlocks the capabilities of asset tracking, contact tracing, emergency assistance, and more!

Trane® / Mitsubishi VRF & Ductless



N-Generation CITY MULTI®
Energy efficient, all electric VRF system available in Standard, High Efficiency, and H2i®(R) (Hyper-Heat)



Nv Series
Ductless system for maximum energy efficiency and quality control with precise zone control to distribute heat or air conditioning only to spaces in use



P Series
Light commercial ductless system for superior comfort, flexibility and reliability with precise 1:1 outdoor to indoor connections for efficient zone management



Indoor Units
A variety of indoor units available to meet any application and design requirements, including ceiling cassettes, wall mounted, concealed and more



LEV Kit
The power to connect Trane® / Mitsubishi Electric CITY MULTI® Products to Trane Air Handlers; Allows for higher airflows, higher static pressure, larger capacity, customized products, and DOAS configurations; Available in multiple tonnage sizes

Trane Precision Cooling



Single Circuit DX
Single circuit DX; vertical floor mounted; 5 - 10 Ton; tandem compressor options; EC fan technology



Dual Circuit DX
Dual circuit DX series; vertical floor mounted; 15 - 30 Tons

Centrifugal Chillers



Model TACW
Oil-free; 60 - 1400 Tons; R-134a and R-513A



Agility® Model HDWA
150 - 450 Ton; 60 Hz, 50 Hz; Symbio® 800 controller; uses either R-513A or R-134A



CenTraVac® Model CVHE
3-Stage Compressor; Symbio® 800 controller; 150 - 600 Tons; R-514A



CenTraVac® Model CVHF
2-Stage Compressor; Symbio® 800 controller; 325 - 2000 Tons; R-514A



CenTraVac® Model CVHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 900 - 2000 Tons; R-1233zd



CenTraVac® Series S™ Model CVHM
Oil-Free Compressor; Symbio® 800 controller; 170 - 390 Tons; R-514A



CenTraVac® Model CDHF
Multi-Stage Dual Compressor; Symbio® 800 controller; 1450 - 3950 Tons; R-514A



CenTraVac® Model CDHH
Multi-stage; Dual Compressor; Symbio® 800 controller; 1800 - 4000 Tons; R-1233zd

Water-Cooled Chillers



Cold Generator™ Model CGWR
Scroll Compressors; 20 - 75 Tons; R-410A



Series R® Model RTWD
Helical Rotary Compressor; 60 - 260 Tons; R-134a or R-513a



Optimus™ Model RTHD
Optional Variable Speed Helical Rotary Compressor; 150 - 430 Tons; R-134a; or R-513a for fixed speed only



Series R® Model RTUD
Helical Rotary Compressor with remote air-cooled condenser; 80 - 250 Tons; R-134a

Air-Cooled Chillers



Cold Generator™ Model CCAR
Scroll Compressor with Air-Cooled Condenser; 20 - 70 Tons; R-410A



Model CGAM
Scroll Compressor; 20 - 130 Tons; R-410A



Ascend® Model ACS
Scroll Compressor; 140 - 230 Tons; R-410A



Series R® RTAC
Helical Rotary Chiller; 140 - 600 Tons; R-134a



Sintesis® Model RTAF
Variable Speed Helical Rotary Compressor; 115 - 500 Tons; R-134a or next gen R-513A



Ascend® Model ACR
Free Cooling; Symbio® 800 controller; 150 - 550 Tons; R-134a



Model TACA
Oil Free Centrifugal; 60 - 440 Tons; R-134a or R-513A

*U.S. Energy Information Administration, 2020

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Ascend™ Model ACX
Energy efficient, all electric heating and cooling; Symbio™ 800 controller; 130-240 Tons; R-410A



MiniMod™
Water-Cooled; Oil Free Centrifugal; R-134a and R-513A; 60 - 135 Tons (1000 Ton Arrays)



Cold Generator™ Model CICD
Water-cooled; Heat Recovery; 20-80 Ton (600 ton Arrays)

Modular Chillers



Manhattan™ Gen II
Air-Cooled and Water-cooled Heat Pump; Heat recovery and Free Cooling; 15 - 80 Tons (800 Ton Arrays)



SuperMod™
Air-Cooled and Water-Cooled; 20 - 40 Tons (400 Ton Arrays)



PolyTherm™
Water-Cooled; Simultaneous Heating and Cooling; 30 - 60 Tons (480 Ton Arrays)

Packaged Units



Impack™
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels; Up to 16 SEER; 2 - 5 Tons



Foundation™
Cooling, Gas/Electric; Adapts to Competitors Roof Curbs; 3 - 5 Tons; 7.5 - 12.5 Tons; 15 - 25 Tons



Precedent™ 17 Plus
Cooling & Gas/Electric; Up to 17.5 SEER; 3 - 5 Tons



Precedent™ & Precedent™ with eFlex™
Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels ; eFlex Variable Speed Compressor; Up to 23.5 SEER; 3 - 10 Tons



Voyager™ 2 & Voyager 2 with eFlex
Cooling, Gas/Electric & Heat Pump; Multiple Efficiency Levels (Up to 20.1 IEER, 12.5 - 25 Tons), eFlex Variable Speed Compressor (12.5 - 17.5 Tons)



Zoned Rooftop Systems
Pre-designed for small building comfort; Includes Precedent or Voyager rooftop unit, VAV terminal units, Tracer™ Concierge™ system control & Air-Fi™ wireless controls & sensors; 3 - 25 Tons



Voyager 3
Cooling, Gas/Electric; eStage™ Multi-Staged Compressors; Full & part load efficiencies; Up to 14.7 IEER; 27.5 - 60 Tons



IntelliPak™ I
Cooling, Gas/Electric, Hot Water, Steam; 20 - 130 Tons; Available with eFlex Variable Speed Compressor; 40 - 75 Tons



IntelliPak™ II
Cooling, Gas/Electric, Hot Water, Steam; Air-Cooled and Evaporative Condenser; Available with eFlex Variable Speed Compressor; Tracer™ SC+ controls; VariTrane™ VAV terminals; 90 - 162 Tons;



IntelliPak™ 3
Cooling, Gas/Electric, Hot Water, Steam; 20 - 75 Tons; Avail. with eFlex Variable Speed Compressor; Available connectivity; Symbio controller; Up to 17.8 IEER

Self-Contained Units



IntelliPak™ Modular Series
Split apart construction, easy transport & installation; Factory-installed digital controls; Up to 13.9 EER, 17.9 IEER; Water Cooled 20 - 35 Tons; Remote Air Cooled - 32 Tons



IntelliPak™ Signature Series
Up to 14.1 EER, 19.3 IEER; Floor by floor system; Factory-installed digital controls; Air-Cooled 20-60 Tons; Water-cooled 20 - 110 Tons



Modular Self Contained System
Smallest Footprint on the Market; Water-Cooled System; Variable speed compressors and fans; Full and part load efficiencies; Industry-leading Part Load Efficiency - Up to 20.8 IEER; 40 - 80 Tons

Water-Source Heat Pumps



Axiom™ Standard Efficiency GEH/GEV Models
Horizontal (0.5 - 15T) or vertical (0.5 - 25T); Quiet operation; Multiple airflow configurations; 0.5 - 25 Tons



Axiom High Efficiency Single-Stage EXH/EXV Models
Horizontal or vertical; Electronically Commuted Motor (ECM); Rotary or scroll compressor; 0.5 - 6 Tons



Axiom High Efficiency Two-Stage DXH/DXV Models
Horizontal or vertical; 2-Stage compressor; Deluxe sound option for quiet operation; Meets LEED EAc4 requirement; 2 - 6 Tons



Axiom Variable Speed VSH/VSV Models
Horizontal or vertical; eFlex™ Variable Speed compressors and fans; Single and three phase voltage; 2 - 5 Tons



Axiom High Efficiency Console GEC Model
ASHRAE 62 indoor air quality compliant; Quiet operation; 0.5 - 1.5 Tons



Axiom Vertical Stack GET Model
Multiple capacities & cabinet sizes; Available in PSC or ECM motors; Flexible air supply options; Integrated controls; 0.75 - 3 Tons



Axiom Water-to-Water EXW Model
Co-axial heat exchanger; Rackable modular design; 5, 10, 20 Tons



Axiom Rooftop GWS Model
Boiler/Tower or Geothermal applications; Multiple configuration options; Microprocessor controls; 3 - 20 Tons

Air Handling Units



Performance Climate Changer™ - Catalog
Indoor or Outdoor; Up to 15000 CFM; 2" R-13 Foam Insulated Panels; Factory-Engineered & Mounted Controls



Performance Climate Changer™ - Semi-custom
Indoor or Outdoor; Up to 60000 CFM; ; up to +/-10.0 inches w.g.; 2", R-13 or 3", R-19; Foam Insulated Wall panels; Flexible Dimensions



Trane Custom Models TCFS & TCPA
Indoor & Outdoor; 1500 - 200,000 CFM; -12.0 to +12.0 inches w.g.; Thermal Performance with R-Values up to 26

Terminal Units



Compact Vertical Blower Coil Model BCCD
Indoor; 800-2000 CFM; ECM Motors, Factory-Engineered & Mounted Controls



Blower Coil Model BCHD/BCVD
Indoor; 400 - 3000 CFM; ECM motors; Factory-Engineered & Mounted Controls



CoolSense™ Terminal Unit
Up to 1300 CFM; Variable speed ECM or constant-fan speed; Tracer™ UC400 controller (available with Air-Fi wireless)



VariTrane™ Model VC*F
Single Duct Variable Air Volume Boxes; 25 - 8000 CFM



VariTrane™ Model VDDF
Dual Duct Variable Air Volume Boxes; 80 - 8000 CFM

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VariTrane® Model VF**
Fan-Powered Variable Air Volume Boxes; 200 - 3300 CFM; Parallel or Series Configuration



VariTrane® Model LF**
Low Height Fan-Powered Variable Air Volume Boxes; 100 - 1800 CFM; Parallel or Series Configuration



VariTrane® Model VRRF
Round Inlet/Round Outlet RetroFit Variable Air Volume Boxes; 25 - 4000 CFM



UniTrane® Model FC*B
Horizontal or Vertical Fan Coil; Cabinet, Recessed or Compact Configurations; 200 - 1200 CFM



UniTrane® Model FCV
Vertical High Rise Fan Coil Units Vertical stack fan coil; 300 - 1200 CFM



Force-Flo™ Model FF*B
Horizontal or Vertical Cabinet Heater; Concealed or Recessed Configurations; 200-1200 CFM



Model VUVE
Vertical Unit Ventilators; 750 - 1500 CFM



Model HUVC
Horizontal Unit Ventilators; 750 - 2000 CFM



Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam



Model UHWA/UHAA/UHRA/ UHXA/UHEC/UHCA
Electric Unit Heaters



Indoor Gas Heating Units
Unit Heaters & Duct Furnaces

Split Systems



Split Systems
Cooling & Heat Pump; Gas, Electric, or Hot Water Heat; 1.5 - 5 Tons



Odyssey™ with Symbio™
Symbio Connectivity & phone app; Full & part load efficiencies; Up to 13.1 IEER; 6 - 25 Tons



RAUI
Air-Cooled Condensing Units; Available with Remote Chiller Evaporators; 20 - 120 Tons



CAUI
Air-Cooled Condensers; 20 - 120 Tons

Dedicated Outdoor Air



Horizon® DOAS
DX Packaged (Air and Water Cooled)
- Low Dew Point capability
- ERV
- AHRI 920



Mixed Air Unit
- Brings in up to 100% fresh air
- ASHRAE 90.1 compliance
- Provides adequate dehumidification at full load conditions
- Double walled-insulation with insulated base ban

Make-Up Air Gas Heating Units



Model GSAA
Indoor Gas-Fired Make-Up Air Handlers; Standard & High Efficiency; 100 - 1200 MBH



Model GRAA
Outdoor Gas-Fired Make-Up Air Handlers; 100 - 1200 MBH



Model AHOA
Packaged Air Handlers; Cooling, Make-Up Air, & Ventilation



VFD

Trane TR150/TR200 Variable Frequency Drives; 6, 12, 18 Pulse

Engineered Systems

Controls and Equipment
- Comprehensive Chilled Water
- Central Geothermal
- Thermal Battery™ Air-cooled Chiller Plant
- Thermal Battery™ Cooling and Heating
- Intelligent Variable Air System
- Zoned Rooftop System
- Variable Refrigerant Flow
- CoolSense™ Integrated Outdoor System

Energy Services

We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results.

IAQ Solutions

Today there are more ways than ever to manage and monitor indoor air quality, while keeping your goals for cost and sustainability in sight. Trane is a leader in indoor air quality. We can help you align with air quality guidelines set by the Centers for Disease Control using innovative technologies and proven solutions.

Trane Building Services

Help reduce operating costs and extend the life of your equipment with planned maintenance from Trane.

Consulting Engineer Portal

Trane offers expert HVAC systems, solutions, and support for every stage of a building lifecycle, including quick links to design and analysis tools, education and training, BIM and CAD drawings, prepackaged solutions, and energy analysis tools.
Visit www.traneengineer.com

Trane Rental Services

Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers, Portable A/C Units

Trane Creative Solutions

Customized Trane Equipment Modifications including: Multizone Replacements, Water-Side Economizer Coils for Air-Cooled Chillers, Packaged Air-Cooled Ice Storage Systems, Acoustical Attenuation

For more information visit
trane.com/commercial

TRANE

Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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PROD-SLB060-EN
08/18/2021

PRODUCT INFORMATION MATRIX

- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

1. HVAC Equipment and Products

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
CHILLERS							
Air-cooled chillers	Air-Cooled Scroll Chillers	CGAM	Scroll Chiller Model CGAM (trane.com)	20 to 130 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Series R Helical Rotary Chillers	RTAC	Series R® Helical Rotary Chiller Model RTAC (trane.com)	140 to 500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Sintesis Air-Cooled Chillers	RTAF	Sintesis® Air-Cooled Chillers (trane.com)	115 to 520 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers	ACS	Ascend™ Air-Cooled Chillers Model ACS (trane.com)	140 to 230 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers with Integrated Free Cooling	ACR	Ascend® ACR Chillers (trane.com)	150 to 550 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Air-Cooled Oil-Free Magnetic Bearing Chillers	TACA	Air-Cooled Oil-Free Magnetic Bearing Chillers (trane.com)	60 to 440 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-to-Water Heat Pump	ACX	Ascend® ACX Chillers (trane.com)	140 to 230 tons cooling; 1500 to 2500 MBh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	SuperMod	PACV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Manhattan Gen II	TPAC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic	ARTC	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic (trane.com)	60 to 1500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Water-cooled chillers	Water-Cooled Helical Rotary Chiller	RTUD, RTWD, RTHD	Water-Cooled Helical Rotary Chiller (trane.com)	80 to 450 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	CenTraVac Water-Cooled Chiller	CVHE, CVHF, CVHH, CVHM, CDHG, CDHH, CDHF	CenTraVac Water-Cooled Chiller (trane.com)	120 to 4000+ tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Agility Centrifugal Water-Cooled Chiller	HDWA	Agility® Centrifugal Water-Cooled Chillers (trane.com)	175 to 425 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Thermafit™ MiniMod™	ACW	Trane Modular Chiller Model TACA	60 to 1000 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	SuperMod	PWCV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	PolyTherm	V30-V60	PolyTherm™ modular chiller (trane.com)	30 to 480 tons cooling; 450 to 7,200 Mbh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Manhattan Gen II	TPWC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Compressor chillers	Cold Generator Scroll Chillers	CICD, CGWR, CCAR	Cold Generator Scroll Chillers (trane.com)	CCID 20 to 85 tons; CGWR/CCAR 20 to 75 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
UNITARY SYSTEMS THAT COMBINE HEATING, COOLING, AND FAN SECTIONS							
Rooftop systems	Impack - 14 SEER, 15 SEER, 16 SEER	4*CC4, 4* CY4; 4* CY5; 4* CZ6	Impack (trane.com)	2 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Foundation®	EBC, GBC	Foundation® (trane.com)	3 to 5 tons; 7.5 to 12.5 tons; 15 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Voyager® 2 & 3	T*D, T*H, Y*D, Y*H; TC,TE, YC	Voyager® Rooftop Units (trane.com)	12.5 to 25 tons; 27.5 to 50 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Rooftop systems	Precedent®	TS*,YS*; TSJ,YSJ; WS*, DS*; TH*, YH*; WH*,DH*; TZ*, YZ*	Precedent® Rooftop Units (trane.com)	3 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	IntelliPak®	S*HL, S*HK	IntelliPak (trane.com)	20 to 162 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Split systems	Smaller Split Systems	4TTA3, 4TTA4, 4TTA7, 4TTL6, 4TTR3, 4TTR4, 4TTR6, 4TTR7; 4YWA4, 4TWA7, 4TWL6, 4TWR5, 4TWR6, 4TWR4, 4TWR7; GAF2, GAM5, TAM6, EM4, TEM6	Split System Air Conditioners and Heat Pumps (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Gas Furnaces and coils	S8X1, S8X2, S9V2-PS, S9V2-VS, S9X1, S9X2, TDD2-9B, TUD2-9B, 4PXA-U, 4PXC-U/D, 4TXC-DS, 4TXF	Gas Furnaces and Indoor Coils (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Odyssey™	TTA, TWA, TWE	Odyssey™ Split Systems with Symbio Controls (trane.com)	6 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Large Split Systems	RAUJ, CAUJ	Large Commercial Condensers (RAUJ CAUJ) (trane.com)	20 to 120 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Self-contained systems	Intellipak® Modular Series	SCW/R; SIW/R	Intellipak® Modular Series (trane.com)	20 to 35 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	Modular Self Contained™	SCWM	Modular 40 to 80 Tons (trane.com)	40 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	IntelliPak™ Signature Series	SC/I - W/R	Signature 20 to 110 Tons (trane.com)	20 to 110 tons WC, 25 to 60 tons AC	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Water source heat pumps	Axiom™ High-Efficiency Console WSHP	GEC	Console WSHP (trane.com)	.5 to 1.5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Horizontal and Vertical WSHP	EXHV/DXHV; VSHV; GEHV	Axiom™ Horizontal and Vertical Water Source Heat Pumps (trane.com)	.5 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Rooftop WSHP	GWS	Rooftop WSHP (trane.com)	3 to 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Vertical Stack WSHP	GET	Axiom™ Vertical Stack Water Source Heat Pump (trane.com)	.75 to 3 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Water-to-Water WSHP	EXW	Axiom Water-to-Water WSHP (trane.com)	5, 10 & 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
AIR HANDLING SYSTEMS							
Performance Air Handlers	Catalog Air Handlers	UCCA	Catalog Air Handlers | Industrial HVAC Heating and Cooling (trane.com)	3 thru 30	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Semi-Custom Air Handlers	CSAA	Semi-Custom Air Handlers | HVAC Air Conditioning Units and Systems (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Performance Air Handlers	Custom Air Handlers	CSAA, PSCA, TCFS, TCPA	Custom Air Handlers | Industrial HVAC Cooling and Heating Systems (trane.com)	10,000 to 200,000+ CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Blower coil air handlers	Blower Coil Air Handlers	BCHD, BCVD, BCCD	Blower Coil Air Handlers | Terminal Devices, Blower Coils, Unit Heaters (trane.com)	400 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Delayed Start-up	Contact Trane Office
Make-up air gas heating systems	Indirect Fired Make-Up Air	GGAA/GZAA	Indirect FiredMake-Up Air Gas Heating System (trane.com)	100 to 1,200 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger Delayed Start-up	Contact Trane Office
Air handler options	Motorized Impeller Fan Array	MI	Motorized Impeller Fan Array (trane.com)	Up to 15 Fans	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air handler options	Sensible Assisted Membrane	SAM	Sensible Assisted Membrane (trane.com)	Customized Airflow	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air cleaning options (IAQ)	Trane Catalytic Air Cleaning System	TCATS	Trane Catalytic Air Cleaning System	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Air cleaning options (IAQ)	CDQ® Desiccant Dehumidification	CDQ	CDQ® Desiccant Dehumidification (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
TERMINAL DEVICES							
Unit heaters	High Efficiency Gas Heaters	HI-050 to 400	High Efficiency Gas Heaters (trane.com)	50 to 400 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	S & P Unit Heaters	UHSB, UHPB	S&P Unit Heaters (trane.com)	8 to 705.6 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Electric Unit Heaters	UHEC, UHXA, UHRA, UHWA, UHAA	Electric Unit Heaters (trane.com)	2 TO 100 Kw	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GRAA, GFAA, GSAA	Gas Unit Heaters (trane.com)	100 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GT, GH, GA, GB, GK	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GLNE, GMNE, GNNE, GTNE, GUNE, GVNE	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GGAA	Gas Unit Heaters (trane.com)	100 to 800 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	AHAA/AHBA	Gas Unit Heaters (trane.com)	1500 to 14,000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit ventilators	Classroom Unit Ventilators	HUVC, VUVC	Classroom Unit Ventilators (trane.com)	750 to 2000 CFM - Horz. 750 to 1500 CFM Vert.	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	UniTrane® Fan Coil	FCAB, FCBB, FCCB, FCDB, FCEB, FCHB, FCJB, FCPB	UniTrane® Fan Coil	200 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Vertical High Rise Fan Coil	FCVA	Vertical High Rise Fan Coil (trane.com)	300 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Sensible Cooling Terminal Units	LDCF, LDEF, LDWF	Sensible-Cooling Terminal Devices | Terminal Device Solutions (trane.com)	4" to 8" Primary	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Variable air volume	VariTrane® Round In Round Out	VRRF	VariTrane® Round In Round Out	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Single Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Single Duct Terminal Units	0 to 8000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Dual Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Dual Duct Terminal Units	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Fan Powered Terminal Units	VPCF, VPWF, VPEF, VSCF, VSWF, VSEF	VariTrane® Fan-Powered Terminal Units	0 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Low-Height Fan-Powered Terminal Units	LPCF, LPWF, LPEF, LSCF, LSWF, LSEF	VariTrane® Low-Height Fan-Powered Terminal Units	0 to 1950 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
DUCTLESS VARIABLE REFRIGERANT VOLUME UNITS							
Variable Refrigerant Flow	N-Generation CITY MULTI® VRF						
Variable Refrigerant Flow	R2 Series	R2	N-Generation CITY MULTI® VRF (trane.com)	72 to 336MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Y Series	Y	N-Generation CITY MULTI® VRF (trane.com)	72 to 432 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	S Series	S	N-Generation CITY MULTI® VRF (trane.com)	36 to 48 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Indoor Units	TPLFYP, TPMFYP, TPCFYP, TPKFYP, TPWFYP, TPEFYP, TPVFYP, TPFFYP	N-Generation CITY MULTI® VRF (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Horizon DOAS	OAB, OAD, OAG, OAK, OAN	N-Generation CITY MULTI® VRF (trane.com)	3 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	P Series	PUY, PUZ	P Series (trane.com)	12 to 42 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Nv Series	NTYS, NTYM, NTXS, NTSM	Nv Series (trane.com)	6 to 60 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
DEDICATED OUTDOOR AIR SYSTEMS							
Dedicated outdoor air solutions	Trane® HorizonTM Outdoor Air Units	OAB, OAD, OAG, OAK, OAN	Horizon® Air and Water Source Heat Pumps (trane.com)	3 to 54 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Horizon™ Dedicated Outdoor Air Systems	OABD, OABE, OADD, OADE, OAGD, OAGE, OAKD, OAKE, OAND, OANE	Horizon® Dedicated Outdoor Air Systems (trane.com)	3 to 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Mixed Air Unit	HAEA	Mixed Air Unit (trane.com)	10 to 15 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
REPLACEMENT COILS							
Chilled and Hot Water Coils, Steam, DX	Air Heating and Cooling Coils	3W, 3U, W, WL, WP, UW, UP, 5W, WD, LL, UU, 5D, D1, D2, K, P2, P4, P8, UA, TT, T, ST, NS, N, 3F, UF, H4, FD, H3, F3	Air Heating and Cooling Coils (trane.com)	2 to 12 Rows	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
AUTOMATION EQUIPMENT							
Controls & Building Automation Systems (BAS)	Tracer® Ensemble		Tracer Ensemble Enterprise Building Management Systems (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Tracer® SC+		Tracer® SC+ (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Lighting Control Solutions		Lighting Solutions (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Air-Fi® Wireless Communications		Air-Fi® Wireless Communications (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Pivot® Smart Thermostat System		Pivot® Smart Thermostat System (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Controls and BAS	Sensors - CO_2, Temperature, and Combination Temperature and Humidity	Sensors (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Power and Energy Meters	Power and Energy Meters (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
PARTS AND AFTERMARKET PRODUCT						
	Trane® OEM Parts	Trane® OEM Parts | Trane Supply				Contact Trane Office
	Chemicalsfor HVAC Professionals	Chemicals | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Airflow and Motors	Motors, Air Flow and Drives | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Equipment	HVAC Equipment | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Indoor Air Quality and Filters	Indoor Air Quality | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Controls and Electricalfor HVAC Professionals	Controls and Electrical | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Compressors & Valvesfor HVAC Professionals	Compressors & Valves | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Installation Supplies, Tools and Test Instrumentsfor HVAC Professionals	Installation & Testing Tools | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	Refrigerant Handlingfor HVAC Professionals	Refrigerant Handling | HVAC Parts & Supplies | Trane Supply				Contact Trane Office
	General Productsfor HVAC Professionals	General HVAC Parts | HVAC Parts & Supplies | Trane Supply				Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
OTHER HVAC PRODUCTS							
Energy Storage	Calmac Thermal Storage Systems	Model C & A	Thermal Energy Storage Solutions (trane.com)	C - 41 to 486 Ton-Hours, A - 41 to 162 Ton-Hours	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Precision Cooling	Computer Room Air Conditioners (CRAC) Direct Expansion (DX)	CRAH, CRAC	Computer Room Air Conditioners (CRAC) Direct Expansion (DX) (trane.com)	6 thru 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Frequency Drives	TR200 Series	TR	TR200 Series (trane.com)	1.5 to 1350 HP	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Pumps	TACO Pumping Solutions (Example)	TACO	Taco Comfort Solutions | Leader in Hydronics and Pump Solutions	Custom Sizes			
Pumps	PACO Pumping Solutions (Example)	PACO	PACO Pumps | FUSION PUMP	Custom Sizes			
Cooling Towers	Baltimore Air Coil (Example)	BAC	Global | Baltimore Aircoil	Custom Sizes			
Cooling Towers	SPX (Example)	SPX	Cooling Towers - SPX Cooling Towers	Custom Sizes			
Cooling Towers	Other manufactures available						
Heat Exchangers	Alfa Laval (Example)	AL	Gasketed plate-and-frame heat exchangers | Alfa Laval	Custom Sizes			
Heat Exchangers	Other manufacturers available	EH	Shell-and-tube heat exchangers | Alfa Laval				
Packaged Chiller Plants	TAS Packaged Chilling Products	TAS	Modular Products & Solutions | (tas.com)	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	Contact Trane Office
Multistack Module Chiller Systems	Modular Air Cooled	ASF,ASP,ARP	Modular Solutions Air-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Modular Water Cooled	MSD,MSH,MSR,MSS	Modular Solutions Water-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Multistack Module Chiller Systems	Packaged Solutions	ASC,ASM,HSS,ACF	Packaged Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Maglev Solutions	ACF,MSF,MSH	MagLev Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Heating Solutions	ARA,VME	Heating Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Multipro	MP	MultiPRO - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Auragreen	AG	AuraGreen - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Heat Recovery Systems	Energy Recovery Systems (Example)	AE	Energy Recovery Wheels | HVAC Systems | Airxchange	Custom Sizes			
Energy Recovery Ventilator	RenewAire Energy Recovery Systems (Example)	SL-75	RenewAire Energy Recovery Ventilation - ERVs	Custom Sizes			
Boilers & Hot Water Heaters	Lochinvar Boiler Systems (Example)	CREST	CREST with Hellcat™ Combustion Technology | Lochinvar	Custom Sizes			
Process Coolers	Filtrine (Example)	PCP,POC,PC	Chiller Systems | Industrial Chiller Manufacturer | Filtrine	Custom Sizes			
Tempspec Unit Ventilators	Classroom Air Conditioners	VUD,VUF,VDT	Standard Unit Ventilators - Temspec	800 - 2000 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Vertical Stacked Fan Coil Units	TL,TF,TR	Vertical Stacked Fan Coil Units - Temspec	300 - 1200 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Filtration	Air Medic	Filtration - Temspec	Custom	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Solar Collector Systems	Solar Photovoltaics (Example)	PV	Home Solar plus Storage Solutions | SunPower	Custom			

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Solar Collector Systems	Solar Thermal (Example)	ST	Solar Thermal Heating Systems (Commercial & Residential) Solar Water Heater Installers in CT (sun-windsolutions.com)	Custom			
Water Treatment	Pump replacement, reservoir upgrades/repairs, UV system repair/upgrade/replacement, chemical use evaluation/ upgrade, conveyance system upgrades/replacements, pump station upgrades/replacements including pumps, SCADA, etc. water meter replacement and infrastructure improvements		Lakota-Wastewater-Treatment-Plant (trane.com)				
KCC Products	MSP Technology	MSP	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Heat Exchangers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
KCC Products	Dehumidifiers	DU/DV	HOME | KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office	

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
INSTALLATION AND SERVICES						
Installation of new equipment	Startup and commissioning services					
Maintenance of existing systems	Service and maintenance					
Upgrading of existing infrastructure	Wastewater Treatment Plant design build services					
	Pump replacements, blower replacements, SCADA upgrades, clarifier overhaul and/or replacement, digester improvements or replacements, thickening system improvements or replacements/dewatering systems, process improvements/changes, aeration system improvements or replacements, piping, alternative energy including turbines, cogeneration, solar, heat recovery, membrane replacement/new installation, pump stations refurbish or build new, force main or gravity main replacement/installation, UC system installation/replacement, chemical use evaluation and amendments, VFD installation/replacement, all design build contracting services.	Lakota-Wastewater-Treatment-Plant (trane.com)				
Turnkey services	Solar photovoltaic					

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Turnkey services	Wind turbines						
Turnkey services	Thermal heating systems						
Turnkey services	Alternative energy HVAC						
Turnkey services	Geothermal heat pumps						
Turnkey services	Lighting technology						
Turnkey services	Pumping systems						
Turnkey services	Microgrid						
Turnkey services	Energy storage						
Turnkey services	Solar daylighting						
Turnkey services	Biomass plants						
Turnkey services	Solar thermal domestic water heating						
Turnkey services	Solar transpired wells						
Installation and services	Retrofit, new construction, energy retrofit, controls new- and upgrade and other		Energy Conservation Measures (trane.com)				
Installation and services	Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other						
Installation and services	Professional Services -Engineering, Design, Drafting, Architectural, Project Management and other						

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3. Related Products, Solutions, and Other Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
HVAC EQUIPMENT CONTROLS						
Equipment controllers	Symbio Equipment Controllers	Symbio (trane.com)	N/A			
ANCILLARY SERVICES						
Wellsphere	Wellsphere™ addresses the four elements of indoor environmental quality	Wellsphere™ (trane.com)	N/A			
Wellsphere	Air Quality	Element of Air (trane.com)	N/A			
Wellsphere	Thermal Comfort	Element of Thermal (trane.com)	N/A			
Wellsphere	Lighting	Element of Lighting (trane.com)	N/A			
Wellsphere	Acoustics	Element of Acoustics (trane.com)	N/A			
Wellsphere	Assessment	Assess (trane.com)	N/A			
ENERGY PROGRAMS						
Energy & Sustainability	Energy Analysis & Monitoring	Energy Analysis & Monitoring (trane.com)				
Energy & Sustainability	Active Energy Management	Active Energy Management (trane.com)				
Energy & Sustainability	Renewable Energy & DERs	Renewable Energy & Distributed Energy Resources (trane.com)				
Energy & Sustainability	Energy Conservation Measures	Energy Conservation Measures (trane.com)				
Energy & Sustainability	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
Energy & Sustainability	Digital Services	Digital Services (trane.com)				

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Operate, Maintain & Repair	Connectivity & Cloud Services	Connectivity & Cloud Services (trane.com)				
Operate, Maintain & Repair	HVAC System Management	HVAC System Management (trane.com)				
Operate, Maintain & Repair	HVAC System Repair	HVAC System Repair (trane.com)				
DESIGN AND ANALYSIS TOOLS						
Design Tools and Software	Design and Analysis Tools	Design Tools (trane.com)	N/A			
Design Tools and Software	TRACE® 3D Plus Load Design	TRACE® 3D Plus Load Design (trane.com)	N/A			
Design Tools and Software	Trane® Design Assist™	Trane® Design Assist™	N/A			
Design Tools and Software	myPLV®	myPLV Design Tool (trane.com)	N/A			
Design Tools and Software	VariTrane Duct Designer	Varitrane Duct Designer	N/A			
Design Tools and Software	Trane Pipe Designer	Trane Pipe Designer	N/A			
Design Tools and Software	Trane Acoustics Program	Trane Acoustics Program	N/A			
Design Tools and Software	Trane Engineer's Toolbox	Trane Engineer's Toolbox	N/A			
Design Tools and Software	TRACE 700	TRACE 700 (trane.com)	N/A			
Design Tools and Software	Calculators & Charts	Calculators & Charts (trane.com)	N/A			

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Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
RENTAL AND LEASE SERVICES						
Rental and lease services	Trane HVAC Rentals	HVAC Equipment Rentals (trane.com)				
FINANCIAL SERVICES						
	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
	OMNIA Partners	OMNIA Partners (trane.com)				
	Anticipation Discount Program	Anticipation Discount Program (trane.com)				
	Energy Savings Contracting	Energy Savings Contracting (trane.com)				
TRAINING AND/OR EDUCATIONAL SERVICES						
	Trane HVAC Education & Training	Education & Training (trane.com)				
	Trane University	Trane University				
	Trane Education Center	TRANE Education Center - Browse Catalog (tranetechnologies.com)				
	Engineers Newsletters & Engineers Newsletters Live!	Engineers Newsletters (trane.com)				
MUNICIPAL SERVICES						
	Building Systems Upgrades	Building Systems (trane.com)				
	HVAC System Retrofits	HVAC System Retrofits (trane.com)				
	Existing HVAC Equipment Upgrades	HVAC Equipment Upgrades (trane.com)				

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
	New building construction/ replacement including civil/earthwork, tankage, landscape along with energy conservation/LEED services						
	Indoor Air Quality, Acoustics, Lighting		Wellsphere™ (trane.com)				
	Window replacement						
	Building Envelope						
	Solar		Renewable Energy & Distributed Energy Resources (trane.com)				
	Roof repair/replacement						
	Streetlights						
	Parking Lot Lights						
	Pump Station /Lift station design build services						
	Generator replacement/upgrade						
	Vehicle retrofit for sustainable fuel/biofuel, electric, etc.						
	Charging station installation						
	Smart Cities - traffic signals, photo radar, photo streetlights, 5G		Local Government (trane.com)				
	Energy Conservation (Mechanical, Electrical, Utility, Civil, Structural and Architectural)		Energy Conservation Measures (trane.com)				
Engineer & Contractor Support	Supporting Engineers who are designing the future		Consulting Engineer (trane.com)				

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Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
Engineer & Contractor Support	Trane Contractor Solutions		Contractor (trane.com)				
Engineer & Contractor Support	Customer Direct Service		CDS Support Home (custhelp.com)				
Engineer & Contractor Support	BIM and Selection Tools		BIM and Selection Tools (trane.com)				
Engineer & Contractor Support	Civil Engineering						
Engineer & Contractor Support	Structural Engineering						

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TECHNICAL INFORMATION

- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

All necessary technical information relating to the operation of equipment and systems, along with a list of spare parts recommended by manufacturers with part numbers to maintain and efficiently run the systems and equipment **are furnished by product type per job**. We do not furnish parts lists anymore as it is now maintained electronically. In order to save valuable time and paper resources, we have chosen to provide a sample of how we provide this information to our customers. Additional information is provided via link in the Product Information Matrix.

d. Record Keeping and Processing System

d. Describe Bidder's record keeping and processing system for work performed.

ONLINE ACCESS TO RECORDS

- Bidder's ability to provide online access to records.

Trane's ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, ComfortSite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

EXPEDITING DELIVERY OF PRODUCT

- State any options for expediting delivery of product.

Trane's product order entry system, TOPPS, provides the ability of both emergency and rush orders. This system is unique in that it allows the flexibility of integrating the ERO (rush) orders into the standard order system without disruptions or excessive costs.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

Quick Ship Option Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-

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cooled **Packed Stock Product** and water- cooled chillers, rooftops, ducted split systems to suit your needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

BACKORDER POLICY

- State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?

Trane strives to provide on-time delivery for all orders placed. Occasionally the Company is unable to immediately fill an order. In these instances, the back- ordered items or materials are automatically scheduled and delivered once the fill- rate is complete. In most instances, the Participating Public Agency would not be required to re-order items and would automatically receive the items when available.

RESTOCKING PROCEDURES FOR RETURNS

- State restocking procedures for returning products, if applicable.

Returns must have prior written approval by Company and are subject to restocking charge where applicable.

SPECIAL PROGRAMS

- Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.

Comfortsite

ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, Comfortsite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

TOPPS

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Packed Stock Product Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-cooled and water- cooled chillers, rooftops, ducted split systems to suit your needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

TRANE'S CAPACITY TO BROADEN CONTRACT SCOPE

- Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

Whenever a new product offering or service becomes available to the field, Trane will provide documentation for inclusion onto the HVAC Equipment and Services contract. This submission would include such information as suggested price discounting, market analysis, expected market penetration, related marketing materials for various vertical areas and technologies included. Once added the contract, Trane would market the additions thru internal eNewsletters, webinars, local seminars, and direct contact.

TRANE'S SAFETY POLICY

- Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

Safety Program and OSHA Practices Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61.



Safety Planning is woven into Trane's Construction/Installation Approach. An Environmental, Health and Safety (EH&S) Specialist is assigned to every project. This position is organizationally-independent and has the authority to stop work — or material in process — that does not meet quality installation and safety standards. The EH&S Specialist is responsible for standards (procedures, programs, and guidance) and compliance throughout all phases of project delivery.

The EH&S Specialist is involved in recurring review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training — 20 hours per year
- Electrical safety — NFPA 70E compliant, electrical PPE
- Fall protection

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- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



Subcontractors are thoroughly pre-screened and qualified to fully vet their safety records and ratings, citation history for the last five years, OSHA (Occupational Safety and Health Administration) logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane's safety department requires strict compliance with the company's safety policies and all OSHA requirements

QUALITY CONTROL

- Describe Bidder's quality control processes.

Trane leverages industry-leading systems including ISO, Lean-Six Sigma, UL, CE, and other internal/external quality standards to ensure top quality products are provided to customers. Quality policy and programs are coordinated by our corporate functions and completed on a by product line and site of manufactured basis. Specific policy can be reviewed by specific area when required. Incremental to these key programs that are reviewed monthly by leadership team members, Trane products also have utilized four (4) initiatives to provide cost saving areas for our customer: ICS: Integrated Control Systems. The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System in place, Trane can provide our BAS system at a packaged program price.; D.F.T.: Demand Flow Technology, a mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Six Sigma

Trane has adopted Six-Sigma initiatives at all levels of the company to improve the processes managed by our business units. All employees in each manufacturing process are trained to QC manufacturing steps. Statistical samples of finished goods are routinely inspected to monitor product quality. Corporate keeps open dialogue with employees and distributors to monitor our quality of service and response.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions as specified in both ARI as well as ASHRAE. Trane then follows this performance with the industry's premier warranty and service

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support to ultimately provide the best value to the end users. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane, from the factory to the field sales offices.

Our engineers are committed to continuous improvement across all our product lines. They work tirelessly to increase energy efficiency and performance for all our systems, from light commercial to large, applied solutions. It's our depth of experience that makes Trane commercial systems the best in the business.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.

PROBLEM ESCALATION

- Describe Bidder's problem escalation process.

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

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The process used to expedite a service call to a service repair quotation starts with the initial service request. The Call Center time and date stamps each service call entry as well as informing the project manager, assigned to the account, of the service request. Once the technician is on the job and has identified the problem, he contacts the project manager and explains the problem and the recommended solution. Our project manager will then contact the customer's representative with the verbal repair quotation, estimated time for repair and request for approval. If the repair can be made at the time the technician is at the jobsite, he will be informed to perform the repair; if not, the project manager will inform the customer's representative with the scheduled repair date. All the project managers carry cell phones and are easily reached any time of the day or night. As an added means of assuring customer satisfaction, the communication center will call each customer location after each scheduled maintenance and quoted repair service. The results of this satisfaction survey are electronically returned to the Trane Project Manager and if further actions are required, they will be immediately addressed. The results are compiled and submitted for the customer's review on a predetermined time frame.

After Hours

The after-hours call center has an escalation process should the primary on-call technician not acknowledge the first call within 15 minutes. If the secondary technician fails to respond in 15 minutes, the area service manager is that contacted. During normal business hours, the service dispatcher will initially assess the call priority. The customer has the option to engage with the service manager if they have issues, concerns or questions with the call response or repairs(s) performed.

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CUSTOMER COMPLAINTS

- Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?

Customer Satisfaction Survey

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Key Drivers for Fulfillment / Project Management:

- Functionality of the equipment/systems installed on the job
- Follow-up and follow through on commitments
- Labor resources assigned to the job
- Communication of schedule status
- Resolving issues as they come up

Key Drivers for Sales/Account Management:

- Level in expertise in developing solutions
- Responsiveness of account managers to questions and inquiries
- Time it took to provide a quote that met project requirements

A four-day Customer Satisfaction Training is delivered over 12 months to all offices. Below you will see the full training schedule:

Day 1

- Management Engagement
- Module 1: Understanding Expectations
- Module 2: Speak the Language of Excellence in Service

Day 2

- Module 3: Become a Master Communicator
- Module 4: Listening for Service Opportunities
- Module 5: The Power of a Good Question

Day 3

- Module 6: Dealing with Problems, Complaints and Concerns
- Module 7: Dealing with that Difficult Person
- Module 8: Restore and Rebuild Broken Relationships

Day 4

- Module 9: Communicating Under Pressure – How to be Calm and Effective
- Module 10: How to be a Customer Service Superstar
- Module 11: Achieve Customer Loyalty and Advocacy

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These surveys are analyzed, scored, and reviewed monthly. Low scores are immediately handled by Contracting Leaders. Area Service Managers are provided a score and trend quarterly. Low scores are immediately handled by the Service Manager. All employees have metrics in place to measure their role in customer satisfaction as well. District scores are published within the company, breeding a friendly-competition and best practice sharing for continuous improvement.

POST-INSTALLATION SUPPORT

- Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.

Optimizing HVAC System

To help you ensure that the customer's new system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane B*uilding Services provides startup services with comprehensive HVAC Startup Services and HVAC warranty service agreements.*

HVAC Warranty Service Agreements

Trane provides a variety of extended warranties to allow customers another opportunity to manage their ongoing costs of operations. The nature of Trane HVAC equipment, and truly any mechanical equipment, means that it requires service as it operates. While they receive a standard parts warranty as the original purchaser, our extended warranties help them project their costs and protect their business against increases in material and/or labor costs.

Operating and Maintaining Building

Trane offers HVAC unit repair services that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Upgrade and Improve Existing System

Compressor and control renewal options offered by Trane Building Services can help bring older chiller systems up to current standards. You can also upgrade chillers with the latest Trane HVAC upgrades. Add value to buildings by addressing energy management, environmental impact, compliance issues, and building lifetime planning through commercial HVAC contracting services and solutions. For temporary or special occasion cooling needs, Trane Building Services provides temporary chillers and rental options. We can also set up cooling contingency plans as part of an overall emergency preparedness plans for scheduled or emergency outages in buildings.

Building Services Commitment

The service professionals of Trane Building Services are committed to ensuring the equipment functions at its highest level of efficiency. With over a century of experience in the industry, Trane Building Services has a clear understanding of how facility management needs change as business and as technology changes. You can always trust Trane Building Services to deliver on promises and provide the highest level of industry knowledge and service for the government entities' equipment.

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First year parts and labor warranty support is offered by the Trane service group on Centrifugal chillers and water-cooled Rotary Chillers. All other equipment has a one-year parts warranty (unless extended warranties are purchased) and a labor warranty by Trane as part of the standard contract terms with U.S. Communities. Optional extended parts and labor warranties are offered and must be purchased prior to the units being started.

A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). Government entities can buy two different types of warranties thru Trane after the equipment has been shipped:

Option 1: Extended Service Warranty

- Warranty: All parts and labor warranty from Trane factory.
- Requirements: Trane Affiliated Service Company must do a minimum of four inspections.
- Eligible equipment: Trane equ*ipment that is still at least 2 months within standard 12/18 warranty with no major failures. Warranty must be purchased within 6 months of startup but not later than 16 months from shipment*
- Labor (and refrigerant) warranties must be purchased prior to i*nitial unit startup*

Option 2: Extended Service Warranty- Expanded

- Warranty: Parts warranty from Trane factory and Labor warranty from Trane Affiliated
- Service Company (good for the 2nd-5th year or 6th-10th year extended warranties).
- Requirements: Trane Affiliated Service Company must do a minimum of six inspections.
- Eligible equipment: Trane equipment that is either just out of the standard 12/18-month warranty OR will soon be out of an extended warranty (for example 2nd-5th year extended parts warranty). Warranty must be purchased within 6 months of startup but not later than 16 months from shipment
- Labor (and refrigerant) warranties must be purchased prior to initial unit startup
- After we complete the upgrades and construction for a Turnkey Contracting Services project, Trane will deliver the documentation needed to keep the investment working properly. We will provide one preliminary copy of as-built drawings—floor plans showing the actual building layouts—and an advance copy of the Operations & Maintenance (O&M) manual. Once these deliverables are reviewed and approved, Trane will submit two copies of final O&M documents, including:
  - As-built system or installation drawings (or both)
  - Equipment submittals
  - Service and maintenance procedure *manuals*
  - User and technical manu*als*

O&M Summary

Trane eliminates confusion and complexity about who is responsible for maintenance, repair which rest with the customer. As a large global company, we have the leverage to keep costs down for replacement parts—our own and those of other manufacturers. Our integrated approach means that

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Trane engineers and technicians are trained to work with many brands of equipment, and our extensive network ensures that we have resources close to your building.

At the same time, we have local expertise throughout the country – people who understand the climate, economy, utilities and issues your organization faces. They are your most valuable advisors.

Long-Term Operations and Maintenance Support

Upgraded building systems are meant to save money on energy and cost less to maintain for many, many years. Trane stands by customers to help keep systems working at top efficiency, reduce the chances of equipment failure, and give facilities management the expertise to reach new levels of efficiency. Trane offers a variety of ongoing support opportunities, including training in the optimal operation of HVAC systems. Trane can also provide remote systems monitoring and performance reporting.

DEFECTIVE PRODCTS

- Describe the process for replacement or repair of defective products and warranty related issues.

Process Steps For Replacement / Repair Of Defective Products & Warranty Related Issues

1. Determine if the problem is a unit or system problem.
2. If a unit problem, determine level of urgency—nonfunctioning, intermittent, etc.,
3. Parts or parts with labor?
4. Work with local office to schedule repair. We will ship all U.S. Communities projects with 1st year parts and labor warranties.

Parts and Labor Warranty. Parts Warranty – 12/18

- Trane new equipment warranty terms call for the replacement of defective parts discovered within 12 months of initial start-up or 18 months from date of shipment (12/18 terms), whichever is less.
- Extended parts warranties are also available

Trane Standard Warranty – 12/18

- Standard warranty states that our products will be free from defects in material and workmanship and have the capacities and ratings set forth in the submitted literature, provided that no warranty is made against corrosion, erosion, or deterioration.
- Same 12/18 terms as above

Quick Ship Option

Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

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UNIT REPAIR VS. UNIT REPLACEMENT

- Describe how Bidder evaluates and determines unit repair versus unit replacement.

Unit repair versus unit replacement is primarily based in pre-established warranties mutually agreed upon within the contract. One year from date of purchase is standard, additional extended warranties are available for purchase.

The following HVAC extended warranties are available for purchase before the ship date of the applicable equipment to give you added peace of mind:

Types of Extended Warranties

An extended Trane warranty is available for purchase before the ship date of the equipment.

- **Delayed Start-Up**: When start-up of new equipment will be delayed beyond six months after shipment, the delayed start-up warranty will postpone the commencement date of the first-year part warranty.
- **Whole Unit Parts Warranty**: The extended whole unit parts warranty begins at the expiration of the standard warranty. And like the standard warranty, the whole unit parts warranty will replace any covered part that is found to be defective in material or manufacture.
- **Compressor Warranty**: In the event a part in the compressor assembly of a Trane unit or a part in the motor/compressor assembly of a Trane centrifugal chiller covered by this warranty is found to be defective, this warranty will provide for a replacement compressor or part (at the discretion of Trane).
- **Labor Warranty**: When a part covered under warranty is found to be defective, the labor warranty will provide for labor to install the replacement part. Note that 'compressor only' labor warranty covers labor to replace applicable parts on that assembly only. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.
- **Refrigerant Warranty**: The refrigerant warranty will provide for replacement refrigerant to restore a unit to the proper refrigerant charge if a warranted part on the Trane unit is found to be defective.
- **Low Voltage Controls Parts Warranty**: The low voltage controls parts warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). The parts warranty begins at the expiration of the standard warranty and covers the low voltage controls components included in the PPS which are found to be defective in material or manufacture.
- **Low Voltage Controls Labor Warranty**: The low voltage controls labor warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). This warranty covers labor to repair/replace low voltage controls components included in the PPS option only. When a part covered under warranty fails, this warranty will provide labor to repair/replace the covered component. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.

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INVOLVEMENT OF OTHER COMPANIES

- Identify all other companies that may be involved in processing, handling, shipping, products and/or services.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance. Carrier specifics vary by mode, origin/destination points and customer requirements.

DISTRIBUTION FACILITIES

- Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.

Trane has 6 express warehouses, 2 Global parts warehouses, 11 plant sites, 25 retail parts centers, and 205 parts/supply facilities.

ORDER INFORMATION

- Provide order information to include available ordering methods and available payment terms.

Trane offices utilize a myriad of systems with which to conduct and manage the businesses. For commercial equipment, services, installations, energy services, etc., the offices utilize Sales Force for initial data entry and tracking. The information is then transferred into other online systems, depending on the project type.

Equipment projects begin with online selection tools that define unit capacity based on jobsite conditions. These tools also define the electrical requirements, weights, unit sizes and such. Once each unit is selected, the system then transfers these selections to online pricing tools and ultimately, to the manufacturing plants themselves for fabrication. Trane has many manufacturing plants located throughout North America. The type of equipment determines which plant will be used for fabrication as well as the necessary materials required, manufacturing timelines, labor resources, etc. Once the fabrication is complete, all items for a particular project are consolidated for shipment and ultimate delivery to the jobsite.

Service projects begin with an online estimating tool that helps define the necessary labor resources required to fulfil a specific task. Each task is the compiled into a complete job portfolio which then defines the ultimate size and scope of the service project. Service projects can vary in both size and complexity, involving a single or multiple technical resources as well as outside expertise.

Installation projects begin with an online estimating tool that will help define the overall project scope, necessary jobsite resources, materials necessary to fulfill a given scope of work, identified project risks, non-company labor trades required, etc. This tool will also help develop the overall project timeline, Gantt charting, material ordering points, etc.

Service repair parts are managed through an online system that determines product availability, stocking locations, unit pricing, stock replenishment points, etc. Service parts are available from local Trane commercial sales offices as well as several national parts stocking points. These retail outlets work with both the internal and external customers, such as agencies working through a Racine cooperative contract.

Most projects are extended net-30-day status for credit terms. Open terms are established based on the agency's credit worthiness and payment history. Agencies are encouraged to work with their assigned

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Trane account manager if other needs are required. Trane also offers pre-payment discount options should agencies wish to explore those project investment opportunities.

SUPPORT CENTERS

- Provide the number and location of support centers (if applicable).

Trane has 124 Project/Sales offices and 205 parts/supply facilities. Please note: some parts/supply facilities are located at the same address as project sales offices.

Project/Sales Offices			
State	**Function**	**Address**	**City**
Alabama	Birmingham, AL Sales Office	1030 London Drive, Suite 100,	Birmingham
Alabama	Huntsville, AL Sales Office	301 James Record Road, Building 200, Suite 100	Huntsville
Alabama	Mobile, AL Sales Office	124 E I-65 Service Road North	Mobile
Alabama	Montgomery, AL Sales Office	915 Lagoon Business Loop	Montgomery
Alaska	Anchorage, AK Sales Office	12101 Industry Way, Suite C1	Anchorage
Arizona	Phoenix, AZ Sales Office	850 W. Southern Avenue	Tempe
Arizona	Tucson, AZ Sales Office	4520 South Coach Drive	Tucson
Arkansas	Little Rock, AR Sales Office	10303 Colonel Glenn Rd.	Little Rock
Arkansas	Springdale, AR Sales Office	401 Skyler Street	Springdale
California	Fresno, CA Sales Office	3026 North Business Park Avenue, Suite 104	Fresno
California	Los Angeles, CA Sales Office	3253 E. Imperial Highway	Brea
California	Petaluma, CA Sales Office	1343 Redwood Way	Petaluma
California	Sacramento, CA Sales Office	4145 Delmar Avenue	Rocklin
California	San Diego, CA Sales Office	3565 Corporate Ct	San Diego
California/Pacific Coast Trane	Oakland, CA Sales Office	383 4th St. #202	Oakland
California/Pacific Coast Trane	San Francisco, CA Sales Office	310 Soquel Way	Sunnyvale
Colorado	Colorado Springs, CO Sales Office	4840 List Drive	Colorado Springs
Colorado	Denver, CO Sales Office	445 Bryant Street, Unit 5	Denver
Colorado	Fort Collins, CO Sales Office	2416 Donella Court, Unit D	Fort Collins
Colorado	Grand Junction, CO	2387 River Rd, Unit 110	Grand Junction
Connecticut	Hartford, CT Sales Office	716 Brook Street, Suite 130	Rocky Hill
Delaware/Seiberlich Trane	Wilmington, DE Sales Office	66 Southgate Blvd., Southgate Industrial Park	New Castle
Florida	Fort Myers, FL Sales Office	6461 Topaz Court	Fort Myers
Florida	Jacksonville, FL Sales Office	8929 Western Way	Jacksonville
Florida	Miami, FL Sales Office	2884 Corporate Way	Miramar
Florida	Orlando, FL Sales Office	2301 Lucien Way, Suite 430	Maitland
Florida	Pensacola, FL Sales Office	580 E Burgess Rd Suite A-2	Pensacola
Florida	Tallahassee, FL Sales Office	109 Hamilton Park Drive, Suite 1	Tallahassee
Florida	Tampa, FL Sales Office	902 Himes Avenue	Tampa
Florida	West Palm Beach, FL Sales Office	6965 Vista Parkway N, Ste. 11	West Palm Beach

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Georgia	Atlanta, GA Sales Office	4000 Dekalb Technology Parkway, Building 100	Atlanta
Georgia	Augusta, GA Sales Office	804 Trane Road	Augusta
Georgia	Macon, GA	125 Macon West Drive	Macon
Georgia	Savannah, GA Sales Office	3609 Ogeechee Road, Suite A	Savannah
Hawaii	Honolulu, HI Sales Office	2969 Mapunapuna Pl., Ste. 101	Honolulu
Idaho	Boise, ID Sales Office	351 North Mitchell St., Ste. 110	Boise
Illinois	Trane Chicago Sales Office	7100 S. Madison	Willowbrook
Indiana	Fort Wayne, IN Sales Office	6602 Innovation Blvd.	Fort Wayne
Indiana	Indianapolis, IN Sales Office	8100 E 106th Street	Fishers
Indiana	South Bend, IN Sales Office	3725 Cleveland Road, Suite 300	South Bend
Indiana	Evansville, IN Sales Office	1024 East Sycamore Street	Evansville
Iowa	Davenport, IA Sales Office	4801 Grand Ave	Davenport
Iowa	Des Moines, IA Sales Office	2220 NW 108th Street	Clive
Kansas	Kansas City Sales Office	11211 Lakeview Avenue	Lenexa
Kansas	Wichita, KS Sales Office	120 S. Ida Street	Wichita
Kentucky	Lexington, KY Sales Office	2350 Fortune Drive	Lexington
Kentucky	Louisville, KY Sales Office	12700 Plantside Drive	Louisville
Louisiana	Baton Rouge, LA Sales Office	11534 Cloverland Ave	Baton Rouge
Louisiana	New Orleans Sales Office	4013 N. I-10 Service Rd. West	Metairie
Louisiana	Shreveport, LA Sales Office	9225 Premier Ct	Shreveport
Maine	Portland, ME Sales Office	860 Spring Street, Unit #1	Westbrook
Maryland	Hunt Valley, MD Sales Office	10947 Golden West Dr., Ste. 100	Hunt Valley
Maryland/Boland Trane	Washington, D.C. Sales Office	30 West Watkins Mill Road	Gaithersburg
Massachusetts	Boston, MA Sales Office	181 Ballardvale Street, Suite 201	Wilmington
Massachusetts	Springfield, MA Sales Office	90 Carando Drive	Springfield
Michigan	Detroit, MI Sales Office	37001 Industrial Road	Livonia
Michigan	Flint, MI Sales Office	5335 Hill 23 Drive	Flint
Michigan	Lansing, MI Sales Office	3350 Pine Tree Road	Lansing
Michigan	West Michigan Sales Office	5005 Corporate Exchange Boulevard S.E.	Grand Rapids
Minnesota	Twin Cities Sales Office	775 Vandalia Street	St. Paul
Mississippi	Jackson, MS Sales Office	851 Wilson Drive, Suite A	Ridgeland
Missouri	Springfield, MO Sales Office	540 N. Cedarbrook	Springfield
Missouri	St. Louis, MO Sales Office	101 Matrix Commons Drive	Fenton
Montana/Armacost Trane	Billings, MT Sales Office	3311 4th Ave. North, Suite 4	Billings
Montana/Armacost Trane	Great Falls, MT	422 9th Street S. (59405), P.O. Box 2642 (59403)	Great Falls
Nebraska	Omaha, NE Sales Office	11937 Portal Road	La Vista
Nevada	Reno, NV Sales Office	5595 Equity Avenue, Suite 100	Reno
New Hampshire	Manchester, NH Sales Office	15 Constitution Drive, Suite 2K	Bedford

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Project/Sales Offices			
State	**Function**	**Address**	**City**
New Jersey	Trane New Jersey Sales Office	19 Chapin Rd., Bldg. B, Suite 200	Pine Brook
New Mexico	Albuquerque	5501 San Diego Avenue NE	Albuquerque
New York	Albany, NY Sales Office	301 Old Niskayuna Road, Ste. 1	Latham
New York	Buffalo, NY Sales Office	45 Earhart Drive, Suite 103	Buffalo
New York	Long Island, NY Sales Office	245 Newtown Road, Suite 500	Plainview
New York	New York, NY Sales Office	10-27 46th Avenue	Long Island City
New York	Rochester, NY Sales Office	75 Town Centre Drive, Suite 300	Rochester
New York	Syracuse, NY Sales Office	15 Technology Place	East Syracuse
North Carolina	Asheville, NC Sales Office	168 Sweeten Creek Road	Asheville
North Carolina	Charlotte, NC Sales Office	4501 S. Tryon Street	Charlotte
North Carolina	Greensboro, NC Sales Office	2025 16th Street	Greensboro
North Carolina	Raleigh, NC Sales Office	401 Kitty Hawk Drive	Morrisville
North Carolina/ Brady Trane	Wilmington, NC Sales Office	6736-A Netherlands Drive	Wilmington
North Dakota	Fargo, ND Sales Office	3417 7th Ave N, Suite D	Fargo
Ohio	Cincinnati, OH Sales Office	10300 Springfield Pike	Cincinnati
Ohio	Cleveland, OH Sales Office	9555 Rockside Road	Valley View
Ohio	Columbus, OH Sales Office	2300 CityGate Drive, Suite 100	Columbus
Ohio	Toledo, OH Sales Office	1001 Hamilton Drive	Holland
Ohio/Waibel Trane	Dayton, OH Trane Sales Office	7446 Webster Street	Dayton
Oklahoma	Oklahoma City Sales office	305 Hudiburg Circle	Oklahoma City
Oklahoma	Tulsa Sales Office	2201 N Willow Ave	Broken Arrow
Oregon	Portland, OR Sales Office	7257 SW Kable Lane	Portland
Pennsylvania	Allentown, PA Sales Office	5925 Tilghman St #300	Allentown
Pennsylvania	Harrisburg, PA	3909 TecPort Drive	Harrisburg
Pennsylvania	Pittsburgh, PA Sales Office	400 Business Center Drive	Pittsburgh
Pennsylvania	Tozour Energy Systems	3606 Horizon Drive	King of Prussia
Pennsylvania	Wilkes-Barre, PA Office	1185 North Washington Street	Wilkes-Barre
Rhode Island	Providence, RI Sales Office	10 Hemingway Drive	East Providence
South Carolina	Charleston, SC Sales Office	4951 Rivers Avenue	North Charleston
South Carolina	Columbia, SC Sales Office	111 Lott Court	West Columbia
South Carolina	Greenville, SC Sales Office	412 Fairforest Way	Greenville
South Dakota	Sioux Falls, SD	6225 South Pinnacle Pl., Ste. 101	Sioux Falls
Tennessee	Chattanooga, TN Sales Office	6138 Preservation Dr., Ste. 500	Chattanooga
Tennessee	Knoxville, TN Sales Office	5220 S. Middlebrook Pike	Knoxville
Tennessee	Memphis, TN	1775 Pyramid Place, Suite 100	Memphis
Tennessee	Nashville, TN Sales Office	601 Grassmere Park Dr., Ste. 10	Nashville
Tennessee	Kingsport, TN Sales Office	10384 Wallace Alley Street	Kingsport
Texas	El Paso, TX Sales Office	1405 Vanderbilt Drive	El Paso
Texas	Austin, TX Sales Office	9801 Metric Blvd, Suite 400	Austin
Texas	Corpus Christi, TX Sales Office	2828 Wow Road, Unit B	Corpus Christi
Texas	Dallas, TX	1617 Hutton Drive	Carrollton
Texas	Fort Worth, TX Sales Office	4200 Sylvania Ave.	Fort Worth

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Project/Sales Offices			
State	**Function**	**Address**	**City**
Texas	Lubbock, TX Sales Office	8308 Upland Avenue	Lubbock
Texas	San Antonio, TX	9535 Ball Street, Suite 1100	San Antonio
Texas	Weslaco, TX Sales Office	1240 N. Votech Drive	Weslaco
Texas/Hunton Trane	Houston, TX Sales Office	10555 Westpark Drive	Houston
Utah	Salt Lake City, UT	2817 South 1030 West	Salt Lake City
Vermont	Burlington, VT Sales Office	177 Leroy Road	Burlington
Virginia	Richmond, VA Sales Office	10408 Lakeridge Pkwy., Ste. 100	Ashland
Virginia	Roanoke, VA Sales Office	2303 Trane Drive	Roanoke
Virginia	Norfolk, VA Sales Office	1100 Cavalier Blvd.	Chesapeake
Washington	Seattle, WA Sales Office	2333 158th Court NE	Bellevue
Washington	Spokane, WA Sales Office	11002 E Montgomery Drive, Suite #500	Spokane Valley
Wisconsin	Appleton, WI Sales Office	2500 N Lynndale Dr, Suite H	Appleton
Wisconsin	Madison, WI Sales Office	5302 Voges Road	Madison
Wisconsin	Milwaukee, WI Sales Office	234 W. Florida St, 6th Floor	Milwaukee

Parts/Supply Locations			
State	**Function**	**Address**	**City**
Alabama	Trane Supply	1030 London Drive	Birmingham
Alabama	Trane Supply	301 James Record Road	Huntsville
Alabama	Trane Supply	124 E I-65 Service Road North	Mobile
Alabama	Trane Supply	915 Lagoon Business Loop	Montgomery
Alaska	Trane Supply	12101 Industry Way	Anchorage
Arizona	Trane Supply	220 E Germann Rd	Gilbert
Arizona	Trane Supply	720 East Auto Center Dr	Mesa
Arizona	Trane Supply	21415 N 15th Lane	Phoenix
Arizona	Trane Supply	437 W. Fairmont Dr	Tempe
Arizona	Trane Supply	10115 W Van Buren	Tolleson
Arizona	Trane Supply	2165 N Forbes Blvd. Suite 107	Tucson
Arkansas	Trane Supply	19 Colonel Glenn Plaza Rd.	Little Rock
Arkansas	Trane Supply	401 Skyler Street	Springdale
California	Trane Supply	21720 Wilmington Ave	Carson
California	Trane Supply	20450 East Walnut Dr North	Diamond Bar
California	Trane Supply	3026 North Business Park Ave.	Fresno
California	Trane Supply	3631 San Fernando Rd	Glendale
California	Trane Supply	4380 Warehouse Court	North Highlands
California	Trane Supply	2222 Kansas Ave	Riverside
California	Trane Supply	4145 Delmar Avenue	Rocklin
California	Trane Supply	3565 Corporate Ct	San Diego
California	Trane Supply	15551 Redhill Ave	Tustin
California	Pacific Coast Trane	890 Service St. Unit A	San Jose
Colorado	Trane Supply	4840 List Drive	Colorado Springs

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Colorado	Trane Supply	445 Bryant Street	Denver
Colorado	Trane Supply	67 Inverness Dr East	Englewood
Colorado	Trane Supply	2416 Donella Court	Fort Collins
Colorado	Trane Supply	2387 River Rd	Grand Junction
Connecticut	Trane Supply	485 Ledyard St.	Hartford
Connecticut	Trane Supply	178 Wallace St.	New Haven
Connecticut	Trane Supply	47 Harbor View Ave.	Stamford
Delaware	Seiberlich Trane HVAC Parts & Supplies	66 Southgate Blvd.	New Castle
Florida	Trane Supply	12385 Automobile Blvd.	Clearwater
Florida	Trane Supply	970 N. Clyde Morris Blvd.	Daytona Beach
Florida	Trane Supply	2660 NW 89 Court	Doral
Florida	Trane Supply	6461 Topaz Court	Fort Myers
Florida	Trane Supply	16520 Scheer Blvd.	Hudson
Florida	Trane Supply	8929 Western Way	Jacksonville
Florida	Trane Supply	10592 Balmoral Circle E	Jacksonville
Florida	Trane Supply	12750 SW 125th Ave.	Miami
Florida	Trane Supply	11600 Miramar Parkway	Miramar
Florida	Trane Supply	544 Commercial Boulevard	Naples
Florida	Trane Supply	3401 Wd Judge Dr. Ste 110	Orlando
Florida	Trane Supply	9424 Southridge Park Court	Orlando
Florida	Trane Supply	580 E Burgess Rd.	Pensacola
Florida	Trane Supply	2103 SW 3 St.	Pompano Beach
Florida	Trane Supply	400 NW Enterprise Dr.	Port St. Lucie
Florida	Trane Supply	2224 72nd Terrace East	Sarasota
Florida	Trane Supply	109 Hamilton Park Drive	Tallahassee
Florida	Trane Supply	4720 East Adamo Drive	Tampa
Florida	Trane Supply	6965 Vista Parkway North	West Palm Beach
Georgia	Trane Supply	5980 Peachtree Rd.	Atlanta
Georgia	Trane Supply	804 Trane Road	Augusta
Georgia	Trane Supply	3547 Gentian Blvd	Columbus
Georgia	Trane Supply	2625 Pinemeadow Court	Duluth
Georgia	Trane Supply	5021 Old Dixie Hwy	Forest Park
Georgia	Trane Supply	2140 Barrett Park Drive	Kennesaw
Georgia	Trane Supply	125 Macon West Drive	Macon
Georgia	Trane Supply	3061 Kingston Ct. SE	Marietta
Georgia	Trane Supply	1175 Northmeadow Parkway	Roswell
Georgia	Trane Supply	3609 Ogeechee Road	Savannah
Hawaii	Trane Supply	2969 Mapunapuna Place	Honolulu
Idaho	Trane Supply	351 North Mitchell Street	Boise
Illinois	Trane Supply	2601 Beverly Dr.	Aurora
Illinois	Trane Supply	1322 Barclay Blvd.	Buffalo Grove
Illinois	Trane Supply	301 E Mercury Drive	Champaign
Illinois	Trane Supply	920 W. Pershing Rd.	Chicago

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Illinois	Trane Supply	1605 Eastport Plaza Dr	Collinsville
Illinois	Trane Supply	2410 Vantage Dr.	Elgin
Illinois	Trane Supply -	7950 West 185th St.	Tinley Park
Illinois	Trane Supply	7100 S. Madison St.	Willowbrook
Indiana	Trane Supply	1458 S. Liberty Dr.	Bloomington
Indiana	Trane Supply	14289 W Commerce Road	Daleville
Indiana	Trane Supply	6602 Innovation Blvd	Fort Wayne
Indiana	Trane Supply	5355 N Post Rd.	Indianapolis
Indiana	Trane Supply	2363 Perry Rd.	Plainfield
Indiana	Trane Supply	3725 Cleveland Rd	South Bend
Indiana	Trane Supply	1024 East Sycamore Street	Evansville
Iowa	Trane Supply	2165 NW 108th Street	Clive
Iowa	Trane Supply	4801 Grand Ave	Davenport
Kansas	Trane Supply	9972 Lakeview Ave	Lenexa
Kansas	Trane Supply	130 S. Ida Street	Wichita
Kansas	Trane Supply	2700 Bi State Dr.	Kansas City
Kansas	Trane Supply	2724 NE Independence Ave	Lee's Summit
Kentucky	Trane Supply	141 Center Street	Bowling Green
Kentucky	Trane Supply	1360 Donaldson Hwy	Erlanger
Kentucky	Trane Supply	2350 Fortune Drive	Lexington
Kentucky	Trane Supply	12850 Plantside Drive	Louisville
Kentucky	Trane Supply	1000 E. Market Street	Louisville
Louisiana	Trane Supply	6316 Fieldstone Drive	Baton Rouge
Louisiana	Trane Supply	530 Elmwood Park Blvd.	Harahan
Louisiana	Trane Supply	5400 Pepsi St. Suite H	Harahan
Louisiana	Trane Supply	9225 Premier Ct	Shreveport
Maine	Trane Supply	860 Spring Street	Westbrook
Maryland	Trane Supply	899 Airport Park Rd.	Glen Burnie
Maryland	Trane Supply	2208 Greenspring Dr.	Timonium
Maryland	Boland HVAC Parts & Supplies	30 W. Watkins Mill Road	Gaithersburg
Massachusetts	Trane Supply	100 Messina Dr.	Braintree
Massachusetts	Trane Supply	5A Polito Dr.	Shrewsbury
Massachusetts	Trane Supply	90 Carando Drive	Springfield
Massachusetts	Trane Supply	96 Commerce Way	Woburn
Massachusetts	Trane Supply	1050 Holt Ave.	Manchester
Michigan	Trane Supply	1947 S Industrial Highway	Ann Arbor
Michigan	Trane Supply	2410 Austins Parkway	Flint
Michigan	Trane Supply	1200 Monroe Ave NW	Grand Rapids
Michigan	Trane Supply	3350 Pinetree Road	Lansing
Michigan	Trane Supply	33725 Schoolcraft Rd.	Livonia
Michigan	Trane Supply	251 Executive Dr.	Troy
Minnesota	Trane Supply	7860 12th Ave South	Bloomington
Minnesota	Trane Supply	800 Berkshire Lane	Plymouth
Minnesota	Trane Supply	720 Vandalia Street	St. Paul

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Mississippi	Trane Supply	851 Wilson Drive	Ridgeland
Missouri	Trane Supply	3663 Corporate Trail Dr.	Earth City
Missouri	Trane Supply	101 Matrix Commons Drive	Fenton
Missouri	Trane Supply	2101 West Sunset St.	Springfield
Montana	Armacost Trane Supply	3311 4th Ave. North	Billings
Montana	Armacost Trane Supply	422 9th Street South	Great Falls
Nebraska	Trane Supply	4408 S 108th St	Omaha
Nevada	Trane Supply	4375 South Valley View Boulevard, Suite D	Las Vegas
New Hampshire	Trane Supply	1050 Holt Ave. Unit 11	Manchester
New Jersey	Trane Supply	26 Chapin Road	Pine Brook
New Jersey	Trane Supply	3005 Hadley Rd.	South Plainfield
New Jersey	Trane Supply	800 Huyler St.	Teterboro
New Mexico	Trane Supply	5501 San Diego Avenue NE	Albuquerque
New York	Trane Supply	51 Railroad Ave.	Albany
New York	Trane Supply	115 49th St.	Brooklyn
New York	Trane Supply	2916 Walden Ave, Suite 250	Depew
New York	Trane Supply	6211 E. Molloy Rd.	East Syracuse
New York	Trane Supply	12 Skyline Dr.	Hawthorne
New York	Trane Supply	40-01 Crescent St.	Long Island City
New York	Trane Supply	245 Newtown Road	Plainview
New York	Trane Supply	1046 University Ave.	Rochester
North Carolina	Trane Supply	168 Sweeten Creek Road	Asheville
North Carolina	Trane Supply	4501 S. Tryon Street	Charlotte
North Carolina	Trane Supply	8810-B Airpark West Dr.	Charlotte
North Carolina	Trane Supply	1265 19th St Ln NW	Hickory
North Carolina	Trane Supply	12857 Independence Blvd.	Matthews
North Carolina	Brady Parts Center	6736-A Netherlands Drive	Wilmington
North Carolina	Brady Parts Center	8408 Triad Drive	Greensboro
North Carolina	Brady Parts Center	4306 Bennett Memorial Rd.	Durham
North Carolina	Brady Parts Center	4437 Beryl Road	Raleigh
North Dakota	Trane Supply	3417 7th Ave N	Fargo
Ohio	Trane Supply	10300 Springfield Pike	Cincinnati
Ohio	Trane Supply	2300 City Gate Drive	Columbus
Ohio	Trane Supply	2188 North Wilson Rd	Columbus
Ohio	Trane Supply	7446 Webster St.	Dayton
Ohio	Trane Supply	1001 Hamilton Drive	Holland
Ohio	Trane Supply	6050 Towpath Dr	Valley View
Oklahoma	Trane Supply	2205-A N Willow Ave	Broken Arrow
Oklahoma	Trane Supply	3450 S. MacArthur Blvd.	Oklahoma City
Oregon	Trane Supply	7244 SW Durham Road, Ste. 100	Portland
Pennsylvania	Tozour Trane Parts Center	2 Executive Dr.	Moorestown
Pennsylvania	Trane Supply	5925 Tilghman St.	Allentown

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Pennsylvania	Trane Supply	102 Four Coins Dr. Ext.	Canonsburg
Pennsylvania	Trane Supply	122 Equity Dr.	Greensburg
Pennsylvania	Trane Supply	491 Blue Eagle Ave.	Harrisburg
Pennsylvania	Tozour Trane HVAC Parts & Supply	480 Drew Court	King of Prussia
Pennsylvania	Trane Supply	3042 New Beaver Ave.	Pittsburgh
Pennsylvania	Trane Supply	1185 North Washington Street	Wilkes-Barre
Rhode Island	Trane Supply	333 Niantic Ave Unit B	Providence
South Carolina	Trane Supply	412 Fairforest Way	Greenville
South Carolina	Trane Supply	4951 Rivers Avenue	North Charleston
South Carolina	Trane Supply	130 Monroe Dr.	Simpsonville
South Carolina	Trane Supply	2180 Chesnee Highway	Spartanburg
South Carolina	Trane Supply	1510 Key Road	West Columbia
South Dakota	Trane Supply	609 North Kiwanis Ave.	Sioux Falls
Tennessee	Trane Supply	4157 South Creek Rd.	Chattanooga
Tennessee	Trane Supply	1609 Amherst Rd.	Knoxville
Tennessee	Trane Supply	355 Mason Road	La Vergne
Tennessee	Trane Supply	6972 Appling Farms	Memphis
Tennessee	Trane Supply	4140 Getwell Rd.	Memphis
Tennessee	Trane Supply	601 Grassmere Park Drive	Nashville
Tennessee	Trane Supply	10390 Wallace Alley Street	Kingsport
Texas	Trane Supply	26 Walter Jones Blvd., Suite E	El Paso
Texas	Trane Supply	4905 New York Ave.	Arlington
Texas	Trane Supply	9801 Metric Blvd.	Austin
Texas	Trane Supply	2209A Rutland Dr.	Austin
Texas	Trane Supply	4401 Freidrich Lane	Austin
Texas	Trane Supply	1617 Hutton Drive	Dallas
Texas	Trane Supply	503 W. Owassa Rd.	Edinburg
Texas	Trane Supply	4200 N. Sylvania Ave.	Fort Worth
Texas	Trane Supply	10665 Sanden Dr. Suite 180	Garland
Texas	Trane Supply	8308 Upland Avenue	Lubbock
Texas	Trane Supply	115 Industrial Blvd.	McKinney
Texas	Trane Supply	5590 South Buckner Blvd. #100	Mesquite
Texas	Trane Supply	2469 Freedom Dr.	San Antonio
Texas	Trane Supply	4940 Eisenhauer Rd.	San Antonio
Texas	Hunton Distribution	16335 Central Green Blvd.	Houston
Texas	Hunton Distribution	10560 Bissonnet Street Suite 100	Houston
Utah	Trane Supply	2817 South 1030 West	Salt Lake City
Virginia	Trane Supply	10404 Lakeridge Parkway	Ashland
Virginia	Trane Supply	1215 E. Market St.	Charlottesville
Virginia	Trane Supply	11205 New Albany Dr.	Fredericksburg
Virginia	Trane Supply	115 Bradley Dr.	Lynchburg
Virginia	Trane Supply	14000 Justice Rd.	Midlothian
Virginia	Trane Supply	2301 Trane Drive	Roanoke

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Parts/Supply Locations			
State	**Function**	**Address**	**City**
Virginia	Trane Supply	1104 Cavalier Blvd.	Chesapeake
Virginia	Trane Supply	230 Clearfield Ave Ste 126	Virginia Beach
Virginia	Trane Supply	507 Muller Ln.	Newport News
Washington	Trane Supply	19201 120th Ave NE	Bothell
Washington	Trane Supply	7302 26th St. E	Fife
Washington	Trane Supply	601 S. Alaska St.	Seattle
Wisconsin	Trane Supply	2500 N Lynndale Dr.	Appleton
Wisconsin	Trane Supply	4801 Voges Rd.	Madison
Wisconsin	Trane Supply	4512 W. Burnham	Milwaukee

CUSTOMER SERVICE

- Describe Bidder's customer service department staffing levels, hours of operation and other relevant details.

Each office has its own 24/7/365 Emergency call number. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. Our goal is to respond to all emergency calls within 4 hours or less.

ORDERING PROCESS

- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

We prefer a single purchase order but will accept multiple purchase orders.

The process for receiving a PO is based upon a request (equipment, contracting, service) by a customer, an account manager will research the desired outcome from a systems perspective, suggest a solution and possible alternatives, and include a pricing scenario within a Trane proposal. Should the customer accept and sign the proposal, the order is entered and submitted to Financial Services for credit approval.

Alternatively, if the customer submits its contract/PO, utilizing pricing information provided by an account manager, an order is entered, any attached terms and conditions are reviewed by the Contract Management Department, and submitted to Financial Services for credit approval.

ORDER MANAGEMENT

- Describe Bidder's internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.

Trane uses an Oracle-based platform for all phases of ordering, processing, delivery, and billing.

REPORTING

- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Trane can provide account procurement history including project type, dollars spent, purchase frequency and payment type. Trane does not have the ability of providing a "green spend" report format unless the project is identified as LEED during the purchase or construction phase.

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E. Bid Form Criteria

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format.

Trane response includes a product list price discount schedule identified by unit product code. Each product either manufactured or represented by Trane is identified by a unique product code and associated list price discount. Trane does not publish a "list price book" for Commercial HVAC products since product list price is project specific and is determined by unit type, size, electrical requirements, options, and warranty options. Trane's response also includes hourly labor rates, by trade type and geographic location. In addition:

- Trane will be responsible for compliance with any federal, state, or local prevailing wage laws.
- Trane's discount schedule will remain fixed for the duration of the contract, except for product obsoletion or new product introduction. Trane will request the addition of new products and services to the lead agency through a formal request, as opportunities present themselves.

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Appendix 1

Addendum 1, Addendum Acknowledgement

Racine County
WISCONSIN

Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
   Attachment D – National Cooperative Contract states "The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier's review and bid." Page 12 states: "The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response." Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
   - Exhibit B – Administration Agreement, Example
   - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
   - Exhibit D – Principal Procurement Agency Certificate, Example
   - Exhibit E – Contract Sales Reporting Template
   - Exhibit F – Federal Funds Certifications

- Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
Please confirm if "G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County" should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

<u>Modification</u>

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: **Trane U.S. Inc.**

Signature: _____

Date: **July 8, 2022**

Appendix 2

Exhibit A, Response for National Cooperative Contract

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each

state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Vendor teams
D. Regular business reviews to monitor program success
E. General contract administration

~~Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).~~

Trane has demonstrated its ability to deliver significant growth with a 2% administration fee and feels an increase will result in loss of business to other, lowered fee cooperative contracts.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a

national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating

Public Agencies;

B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

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

Trane U.S. Inc. (Trane), a wholly owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™—the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which

influenced building, system, and product design. In addition, control system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in 1999. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes $641 million in DOE ESPC projects. In 2004, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped $7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to customer and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities. In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.

Trane's History with Cooperative Contracting

Trane has been participating in regional and national public sector cooperative purchasing contracts since 1998. Originally managed through the Hunton Trane office, the first contract was awarded from TCPN (Texas Cooperative Purchasing Network) and ESC Region 4 and lasted until 2002. At that time, Trane U.S. was awarded a second contract from TCPN and ESC Region 4. These contracts were awarded based on best value and included all the products and services available from the Company at that time. Beginning in 2005, Trane was awarded our third contract from TCPN (Contract R4668) and was in effect thru 2010. Beginning in 2010, Trane was awarded our fourth contract from TCPN (R5045) which ran a total of 7 years in duration. Finally, in 2015, Trane was given another contract under TCPN (R150502) which lasted until 2019. For over 20 years, Trane was a vendor in good standing with TCPN and provided exceptional value and services to agencies piggybacking onto the contracts.

In 2015, Trane also began a relations with Harford County Public Schools and U.S. Communities with the award of 15-JLP-023. This contract ran in parallel with the TCPN award but was deemed the primary contract for use in North America. This contract was applicable in all 50 states and pertained to both the Company owned and independent commercial franchise offices. This

contract was fully executed thru it's 7-year potential plus an additional 6 months. In this time, Trane has seen exceptional year over year growth, delivering value to agencies utilizing the contract.

Trane was also awarded and Energy Services Contract from the Port of Portland and U.S. Communities. This contract, #1153, was initially awarded in 2017 and will run through 2023. At that time, the Port of Portland has the option to extend this contract for an additional five-years. Under this contract, agencies have the ability to secure Energy Services or Performance Contracting from Trane, improving their facility operational costs and savings.

Trane has demonstrated our ability to perform in the public sector markets using public procurement contracts similar to this RFP. We are anxious to help agencies achieve the same results utilizing the contract under Racine County.

B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies. See table below.

C. Number and location of support centers (if applicable) and location of corporate office.
Trane's Corporate Office is located at 800-E Beaty Street, Davidson, NC 28036. See table below for support center numbers/locations.

Trane Region/ Franchise	Salespersons	Project Managers	Number of Support Centers	
			Project/Sales Offices	Trane Supply Stores
Florida Region	106	38	8	19
Great Lakes Region	119	43	11	18
Greater Northeast Region	185	51	14	22
Kentucky/Indiana Region	29	23	3	6
Mid-America Region	117	51	11	14
Mid-Atlantic Region	92	30	6	10
Pacific NW/Rocky Mtn Region	86	31	10	12
Pacific SW/AZ/HI	116	43	11	18
Southeast Region	179	55	15	24
Southern Atlantic Region	113	53	10	17
Texas/N LA Region	120	40	8	14
Upper Midwest Region	91	27	7	16
Armacost Trane Franchise, MT	4	1	2	2
Boland Trane Franchise, MD	50	13	2	2
Brady Trane Franchise, NC	41	12	3	6

Damuth Trane Franchise, VA	24	15	1	3
Hunton Trane Franchise, Houston, TX	87		4	1
Pacific Coast Trane Franchise, CA	28	4	2	1
Seiberlich Trane Franchise, DE	11	10	3	1

D. Annual sales for the three previous fiscal years.

2019: $4.414B

2020: $4.408B

2021: $4.722B

a. Submit FEIN and Dunn & Bradstreet report.

Trane U.S. Inc. FEIN number is 25-0900465. A Dunn & Bradstreet report is provided as Attachment A.

E. Describe any green or environmental initiatives or policies. Trane's Gigaton challenge, LEED buildings, etc.

The Gigaton Challenge is Trane's commitment to eliminate one billion metric tons of CO2e from our customers' footprint by 2030. We lead by example and are committed to carbon-neutral operations and zero waste to landfills by 2030 and pledging to give back more water than used in water-stressed areas. Trane achieved our first set of science-based targets in 2018—two years early—and set bold new commitments for 2030. Our emissions reduction commitments align with the Paris Climate Accord net-zero targets consistent with limiting global temperature rise to no more than 1.5°C.

Energy Star Certification Trane's team includes a wide range of support services that help our customers project energy savings and sustainability successes. Our customers have access to Trane's internal resources for marketing, website development, living learning labs, energy accreditation programs, and grant or report preparation.

- **Marketing & Promotion of Energy Programs**: Trane has dedicated Public Relations resources to support our customer projects with press releases, media outreach, awards, and speaking engagements.
- **Application for an ENERGY STAR Label & LEED Certification**: Trane is actively involved with the Energy Star initiative and has helped customers achieve Energy Star status for their facilities. Trane also supports LEED initiatives and employs over 1,100 LEED Accredited Professionals companywide.
- **Calculation & Reporting of Emissions Reductions**: TRACE™ ® 700

software provides energy modeling of facilities, including an Environmental Impact Analysis designating CO2, SO2, and NOX impact on the environment. Active monitoring through TIS offerings will allow Trane to identify potential operational adjustments or new energy savings opportunities.

Trane's LEED Certified Facilities

Trane has been involved in hundreds of projects to help clients with LEED certification. Our corporate sustainability commitment has led us to LEED certification standards at several of our sites around the world.

- Trane San Antonio District Office, San Antonio, TX – LEED CI 2.0 (Silver)
- Trane Taicang Facility Building, Taicang, China – LEED NC 2.2 (Certified)
- Trane Taicang Office Building, Taicang, China – LEED NC 2.2 (Gold)
- Tozour Trane, King of Prussia, PA – LEED CI v2009 (Certified)
- Trane Arkansas Sales Suite, Little Rock, AR – LEED CI 2.0 (Certified)
- Trane 45 Earhart Drive, Buffalo, NY – LEED EB O&M (Certified)
- Trane St. Paul, St. Paul, MN – LEED EB O&M (Gold)

F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diversity is a business imperative at Trane and ingrained in our core values. Trane's corporate-level Supplier Diversity Program includes qualified diverse-owned businesses includes both large and small minority, woman, veteran, disabled, gay, lesbian, bisexual, and transgender owned businesses. At the local level, Trane has implemented a New England United (NEU) Diversity and Inclusion (D&I) network for Trane employees to participate in and help drive change in and outside of the company. All team members proposed for this project participate in these programs. Trane's M/WBE outreach efforts include:

- Contacting M/WBE small business trade associations/business development organizations and using the Small Business Administration's (SBA) website to identify potential partners
- Attending local, regional, and national small and minority business trade shows, Industry Days, and procurement conferences.
- Requesting sources from the System for Award Management (www.sam.gov) Dynamic Small Business Search.
- Documenting flow-down requirements to all subcontractors for small businesses utilization to maximize participation when practical
- Pledged commitment to inclusive sourcing through WEConnect International

G. Indicate if Vendor holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Trane will work directly with public agencies, as required, to determine the diversity spend required for each purchase. Once established, Trane will partner with agency approved local sub-contractors and ensure diversity requirements are met. Trane will report diversity spend as required. At the project level, Trane does the following to promote Small Business Participation:

- Trane will break out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation.
- Trane will conduct market research to identify subcontractors and suppliers through all reasonable means, such as performing online searches on the certified lists and holding pre-bid conferences.
- Trane will provide interested businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
- Trane will direct businesses that need additional assistance to various state and county programs which assists in obtaining bonding, lines of credit, required insurance, necessary equipment, supplies, materials, or

services.

- Trane will solicit small business concerns as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
- Trane will utilize the available services of small business associations; local, state, and federal small business assistance offices, and other organizations to encourage small business entities to certify and register with the state and local governments.
- Trane will participate in the formal mentor-protégé program with one or more small business protégés that results in developmental assistance to the protégé(s).
- Trane will advertise subcontracting opportunities in local newspapers.
- Trane will advertise subcontracting opportunities by sending emails to small business concerns local to that particular jobsite.
- Trane will keep the playing field level, allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.

I. Describe how Vendor differentiates itself from its competitors.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the Harford County Public Schools and U.S. Communities Contract (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, Trane secured the Port of Portland and U.S. Communities Contract. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services and has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses. Trane has booked

$1.4B+under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.

Trane has a global network of offices and service/parts locations to deliver services. This offers the following advantages:

- Robust supply chain to sustain operations and rapidly restore service during emergencies
- 2,750 community-based, factory-trained service technicians provide local operational oversight, O&M, service-repair, and installation support
- Established relationships with local designers, suppliers, and subcontractors–including small/disadvantaged businesses
- Reduced travel and lodging costs to save agencies and taxpayers money

As one of the world's largest manufacturers/integrators of energy efficient HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS), Trane has the technical expertise to optimize energy efficiency, peak demand, and renewable power generation in public facilities. We build, test, certify, implement, and service best-in-class equipment with optimized full and part-load efficiency.

Trane is also a vendor neutral company, and we manage, install, commission, and service other manufacturer's systems. Trane provides BAS/EMCS system integration through both open (i.e. BACnet, LON, Modbus) and proprietary control protocols. We leverage our controls expertise to connect the resilient systems that modern sites rely on.

Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts for the Federal Government. Through these efforts, we have developed repeatable, best practice processes. In addition, Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings[1]

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

Trane U.S. Inc. is a multi-billion-dollar company and enters hundreds of transactions on an annual basis and, as such, become involved in claims and disputes that arise in the ordinary course of its businesses. As a large company, claims and suits are numerous as many claimants are hoping to tap the deep pockets of a large company. Many of these are unwarranted claims which often result in dismissal. Company-wide compiled data of this scope is not readily

[1] Data extrapolated from: Slattery, T. (2017). Reported Energy and Cost Savings from the Federal DOE ESPC Program: FY 2015 (ORNL/TM -2017/18).

available, and this information cannot be accurately ascertained without extensive and burdensome research. It is the policy of our company to settle claims and disputes amicably and to the satisfaction of our customers. Due to the large volume and because information related to settlements are confidential, we are unable to disclose detailed information on all litigation and claim matters. However, no such dispute or litigation is likely or expected to adversely affect Trane U.S. Inc.'s ability to perform hereunder. Trane has not been involved in a bankruptcy. Trane U.S. Inc. was recently re-formed due to reorganization under Trane Technologies, a $14B company. Although originally established in 1929, our new date of incorporation is May 1, 2020, in Delaware.

K. Felony Conviction Notice: Indicate if the Vendor

~~a. is a publicly held corporation and this reporting requirement is not applicable;~~

b. is not owned or operated by anyone who has been convicted of a felony; or

~~c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.~~

L. Describe any debarment or suspension actions taken against Vendor
Not applicable

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

See the "Product Information Matrix" for the full line of products and services offered by Trane.

B. 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.

Trane's regional sales representatives are located in our 124 Project/Sales offices across the country. Trane has pricing forms that are used for OMNIA projects and support the Master Agreement. We will provide pricing validation forms to verify pricing upon request.

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

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance.

Carrier specifics vary by mode, origin/destination points, and customer requirements.

D. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

Trane services products from our 124 sales/project offices and distributes through our 205 parts/supply locations, 6 express warehouses, and 11 manufacturing plant sites.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor'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 Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

The Trane offices have been associated with a national cooperative since it's inception and are intimately involved with a contract that encompasses HVAC equipment and services. Trane has a Cooperative Contracting Team dedicated to Sales and Marketing. This team drives marketing and sales messaging throughout North America and Canada and educates our sales teams with cooperative purchasing positioning. Our detailed plan for the first 90 days includes:

- Announcement in our quarterly Omnia newsletter, which is distributed to over 750 Trane employees and affiliates.
- Announcement on the Trane Commercial internal portal
- We will add information to the Trane Technologies Omnia Hub page where we place important documentation such as due diligence items, pricing, Power Points, contract award letters, newsletters and any pertinent information relevant to the topic.
- Our Omnia program managers will meet with individual sales offices, helping them to understand cooperative markets, targeted sales strategies and presenting the Trane story to the marketplace.
- Conduct regional workshops designed to promote the cooperative contracts, legal statutes, product and services pricing methodology, marketing tools and other topics designed to promote the contract(s). All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Trane and the customer, pricing,

and will ensure our sales teams are educated on how to drive sales in compliance with OMNIA Partners rules.

- One-on-one office visits

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, 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 Vendor'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 Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor 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 Vendor's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Bid;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online

registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Trane will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Trane's 90 plan to market the Master Agreement to participating public agencies will include:

- An email to over 80,000 direct customer contacts that receive Trane E-mail communications
- A co-branded press release within first 30 days-this would be both internal to Trane and sent to national publications and targeted industry publications
- Announcement of award through all applicable social media sites; these include Trane's Facebook presence, Trane Twitter presence and Trane's LinkedIn presence
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated Omnia internet web-based homepage with:
    - Omnia Logo
    - Link to Omnia website
    - Summary of contract and services offered
    - Due Diligence Documents including a copy of solicitation, copy of contract and any amendments, marketing materials

Co-developing a case study and pursue article placements with key publications

C. Describe how Vendor 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) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Trane uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Trane intends to position OMNIA Partners as a top tier cooperative partner.

D. Acknowledge Vendor 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.

Trane will provide its logo to OMNIA Partners and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners logo requires permission for reproduction.

E. Confirm Vendor will be proactive in direct sales of Vendor'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 Vendor'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

   As stated in our marketing plan, Trane can confirm these requirements will be met.

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

   i. Key features of Master Agreement

   ii. Working knowledge of the solicitation process

   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

   iv. Knowledge of benefits of the use of cooperative contracts

   As stated in our marketing plan, Trane can confirm these requirements will be met.

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

   i. Executive Support:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   ii. Marketing:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

   iii. Sales:
   Greg Spencer, gsspencer@trane.com, 469-442-6055

iv. Sales Support:
Chris Teller, cteller@trane.com, 917-440-2808
Jeremy Lee, Jeremy.lee@trane.com, 913-599-4664
Tina Bossen, tina.bossen@trane.com, 480-490-4502

v. Financial Reporting:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vi. Accounts Payable:
Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999

vii. Contracts:
Greg Spencer, gsspencer@trane.com, 469-442-6055

H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team. Trane has a dedicated Strategic Programs team that drives the use of cooperatives for sales. Leading the group is Aaron Tanck, Director of Strategic Programs. Aaron oversees Greg Spencer, our Cooperative Program Manager. Aaron reports to Amber Mulligan, Vice President, Strategic Sales, who is the highest-level executive in charge of sales for Cooperative contracts. Amber.Mulligan@tranetechnologies, 910-233 -3594.

I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program. Trane's Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.

I. Explain in detail how Vendor 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.contract administration, etc.

Our OMNIA Partners marketing plan includes a coordinated effort between Trane and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, marketing materials, and tradeshows. All marketing materials will be available in hard copy and electronic format. Our Strategic

Program Leader, Greg Spencer, will continue to oversee the program, driving growth throughout the term of the Master Agreement.

J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trane's Public Agency sales under the OMNIA agreement for 2021 was $368.4M. Our top three Public Agency customers/total bookings for 2021 are as follows:

Customer Name	Total Bookings for 2021	Key Contact
Roanoke City Public Schools	$20,601,056.80	Jeff Shawver – Chief of Physical Plants Phone: 540-853-6306
Berwick Area School District	$20,300,560.00	Brent Crispell – Director of Building and Grounds
Hall County Board of Commissioners	$9,696,634.20	Phone: 570-759-6400
Suffolk Public Schools	$7,052,958.50	Brett Jockell – Superintendent and Director

K. Describe Vendor'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.

Trane account managers use Trane Select Assist (previously known as TOPSS) to quote and provide technical information for equipment sales. Additionally, our greater sales organization uses multiple Oracle based internal programs to facilitate contracting, equipment (both OEM Trane and buysell), service, controls, and parts orders. Trane maintains a customer focused approach with Salesforce.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor ~~will guarantee~~ projects each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Trane projects, but does not guarantee, OMNIA contract sales during the first three years to be:

$50M in year one (2022)

$200M in year two (2023)
$300M in year three (2024)

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Current supply chain environments will have an impact on these projections in addition to inflationary pressures, funding mechanisms, etc.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Trane, Inc. U.S. continues to offer competitive pricing to the public sector per the cooperative contract guidelines. Currently, these pertain to the Harford County Public Schools Contract 15-JLP-023 and the Port of Portland contract # 1153. Trane has established a strict process to assure agencies receive the correct pricing for the specific contract. This begins with assigning a specific cooperative quote number that identifies the agency as well as project being addressed. The process then dictates that the pricing follow strict contract guidelines including list price discounts for equipment, set hourly rates by trade for labor solutions and fixed mark-up guidelines for non-Trane materials being furnished to meet the project's scope. A combination of these assure that the agency is being provided the correct price for the specified scope of work.

Exhibit A

Dun and Bradstreet Report

D&B Finance Analytics

Printed By: Kevin Celestine

Date Printed: 06/29/2022

LIVE REPORT

TRANE U.S. INC.

Tradestyle(s): (SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ) 1

ACTIVE HEADQUARTERS

D-U-N-S Number: 00-134-4621
Phone: +1 704 655 4000

Address: 800-e Beaty St, Davidson, NC, 28036, United States Of America
Web: www.trane.com
Endorsement: Kevin.Celestine@tranetechnologies.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	71	14 days beyond terms
Delinquency Score	60	Moderate Risk of severe payment delinquency.
Failure Score	2	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

COMPANY PROFILE

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
Piscataway, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

Employees
6,500

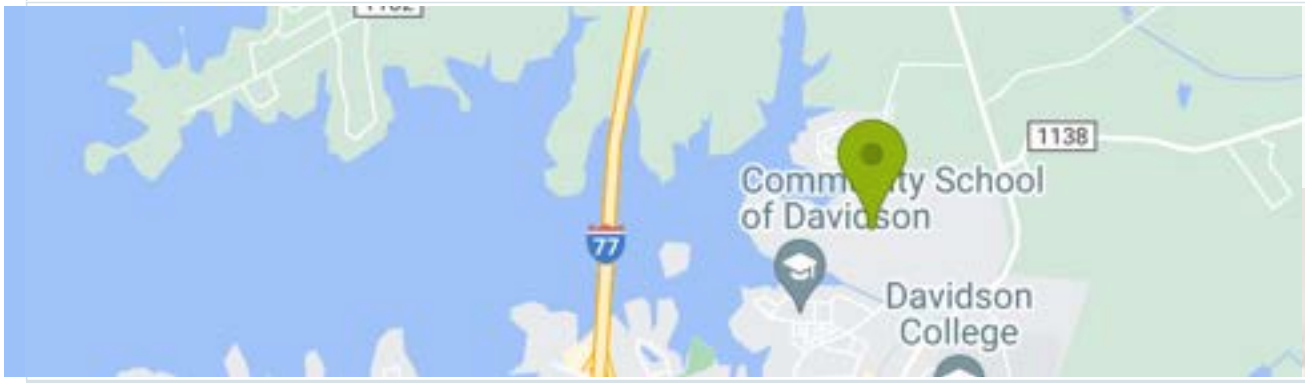
Age (Year Started)
93 Years (1929)

Named Principal
Dave Regnery, CEO

Line of Business
Mfg refrigeration/heating equipment

SIC
35850101

NAICS
333415



Street Address:
800-e Beaty St,
Davidson, NC, 28036,
United States Of America



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	**Some-Financial-Stress-Concerns**
Based on the predicted risk of business discontinuation:	**Moderately-Higher-Than-Average-Risk-Of-Financial-Stress**
Based on the predicted risk of severely delinquent payments:	**Moderate Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months

2.29 %

2

High Risk (1) Low Risk (100)

Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months

4.75 %

60

High Risk (1) Low Risk (100)

Past 12 Months

Low Risk

High Risk

VIABILITY RATING SUMMARY

Viability Score

4

High Risk (9) Low Risk (1)

Data Depth Indicator

B

Descriptive (G) Predictive (A)

Portfolio Comparison

5

High Risk (9) Low Risk (1)

Financial Data	**Unavailable**

Trade Payments	
Company Size	
Years in Business	-

D&B PAYDEX®



14 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS



19 days beyond terms

PAYDEX® TREND CHART



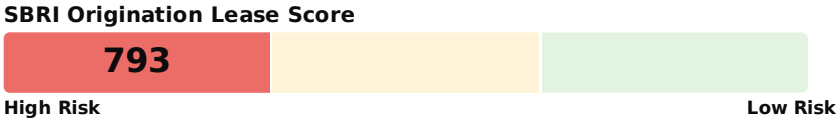
SBRI ORIGINATION

SBRI Origination Card Score



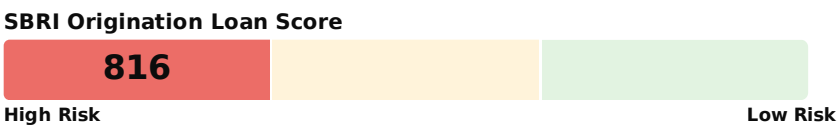
Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Lease Score



High Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Special Rating	Current Rating as of 11/05/2009
-- : Undetermined	

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	**0**	**-**
Judgements	**1**	**10/27/2017**
Liens	**10**	**10/24/2020**
Suits	**7**	**03/16/2020**
UCC	**421**	**02/07/2022**

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
7 Days

3 Months
From Apr-22 to Jun-22

7

High Risk (120+) **Low Risk (0)**

Days Beyond Terms Past 3 months : 7

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **353** payment experiences reported from **117** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

TRADE PAYMENTS

Highest Past Due:

700,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
4,000,000	715	8,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries
11

Branches
276

Total Members
888

This company is a Headquarters, Parent, Subsidiary.

	Domestic Ultimate	Global Ultimate
Name	**INGERSOLL-RAND US TRANE HOLDINGS CORPORATION**	**TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY**
Country	**UNITED STATES**	**IRELAND**
D-U-N-S	**96-330-6712**	**98-503-3590**
Others	**-**	**-**

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

No Data Available

ALERTS

There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN

No Data Available

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

Consecutive hikes in the Fed Funds Rate through end-2022 to fight stubborn inflation threaten to slow growth and increase unemployment.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Snapshot (CIS)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

Country Insight Report (CIR)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 793

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 860

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 816

KEY SBRI ATTRIBUTES

Total Balance
393,163.00

Credit Card Total Balance	20,526.00
Lease Agreement Total Balance	232,608.00
Loan Total Balance	140,029.00

Total Open SBRI Accounts
249

Total Exposure	615,294.00
Maximum Age of All Open Accounts	507.00 Months
Total Available Credit - Credit Card	215,656.00
Total Available Credit - Lines of Credit	16,500.00

Number Of Total Accounts Ever Cycle 2+
80

Time since most recent Cycle 2 on all accounts	1 Months
Worst Delinquent All Accounts	
Past 1-3 Months	Cycle 4
Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance	**562,268**
Total Past Due	**183,966**
Total Past Due Cycle 1	**38,930**
Total Past Due Cycle 2	**28,233**
Total Past Due Cycle 3	**14,209**
Total Past Due Cycle 4	**4,748**
Total Past Due Cycle 5	**97,844**
Total Charge Off Amount	**49,732**

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		05/31/2022	07/31/2020			79,900	79,900	140,029	0	0	0	0	0		
Term Loan		08/31/2009	12/09/2003			5,091		140,029							7,563
Term Loan		05/31/2022	06/22/2020			52,900	52,900	140,029	0	0	0	0	0		
Term Loan		03/31/2015	04/29/2014		9	15,747	1,369	140,029	0	0	0	0	0	0	
Term Loan		03/31/2015	04/30/2014		9	14,500	1,262	140,029	0	0	0	0	0	0	
Term Loan		02/28/2015	02/28/2014		10	15,188	2,643	140,029	0	0	0	0	0	0	
Term Loan		11/30/2013	12/31/2012	11/30/2013		20,165	0	140,029	0	0	0	0	0	0	
Term Loan		07/31/2013	08/10/2009	07/31/2013		229,525	0	140,029	0	0	0	0	0	0	
Term Loan		06/30/2007	04/16/2007	05/09/2007		2,247	0	140,029	0	0	0	0	0		
Lease Agreement		09/30/2014	09/02/2010			53,770	2,409	385,779	2,409	0	2,409	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			61,660	2,425	385,779	1,212	1,212	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		04/14/2016	10/30/2012	02/01/2016	18	0	1,317	385,779	1,317	439	439	439	0	0	
Lease Agreement		04/14/2016	11/30/2012	12/10/2015	18	33	17	385,779	0		0	0	0	0	10

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/06/2015	05/10/2012	02/11/2015	18	716	0	385,779	0		0	0	0	0	
Lease Agreement		03/04/2015	07/10/2012		18	240	608	385,779	480	240	240	0	0	0	
Lease Agreement		01/08/2016	09/30/2012		18	240	19	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2012		18	366	418	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	10/20/2012		18	67	163	385,779	0		0	0	0	0	
Lease Agreement		07/10/2015	09/10/2012	03/10/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/18/2014	10/30/2012		18	1,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2012	06/11/2014	18	0	32	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	03/30/2012		18	0	390	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/30/2011	01/02/2014	18	0	121	385,779	0		0	0	0	0	
Lease Agreement		07/16/2013	07/10/2012		18	79	537	385,779	237	79	79	79	0	0	
Lease Agreement		07/10/2015	12/10/2011	09/11/2013	18	2,554	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	06/21/2015	18	0	5	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/20/2003	12/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	03/21/2016	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	03/30/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/30/2012	06/18/2014	18	0	2,980	385,779	2,367	789	789	789	0	0	
Lease Agreement		02/13/2012	10/20/2006	04/09/2009	18	4,446		385,779							4,488
Lease Agreement		05/07/2015	05/10/2012	02/11/2016	18	0	405	385,779	70	35	35	0	0	0	
Lease Agreement		01/02/2013	10/10/2006	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/20/2011		18	354	1,113	385,779	708	177	177	177	177	0	
Lease Agreement		04/14/2016	06/10/2009	03/11/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	04/20/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2010	09/10/2005	06/11/2009	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	04/20/2011	10/21/2015	18	513	410	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2009	09/10/2006	11/10/2009	18	0	231	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	06/21/2015	18	92	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	06/30/2006		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/10/2011		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	06/10/2006	12/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/12/2013	10/27/2010	10/23/2013	36	193,623	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	01/30/2006	08/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	02/02/2016	18	0	650	385,779	440	110	110	110	110	0	
Lease Agreement		12/03/2014	10/20/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2015	10/07/2010		56	6,955	617	385,779	96	96	0	0	0		
Lease Agreement		01/02/2013	07/10/2005	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/01/2017	04/01/2008	01/09/2017	105	1,917	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	06/30/2005	01/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	02/20/2001		0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	01/10/2005	07/11/2009	18	207	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2011	04/21/2013	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	12/20/2008	12/21/2011	18	49	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/30/2010	01/01/2015	0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/20/2004	12/21/2008	18	36	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/14/2013	07/29/2010	09/24/2013	36	149,112	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	12/30/2004	01/02/2009	18	60		385,779							385
Lease Agreement		06/02/2022	10/08/2003	11/04/2010		54,808	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/30/2003	04/21/2009	18	0	397	385,779	136	136	0	0	0	0	
Lease Agreement		06/02/2022	08/12/2003	11/04/2010		95,868	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/20/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	09/21/2010		278,861	65,183	385,779	60,169	0	0	0	0	60,169	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		02/28/2010	07/20/2003	01/21/2008	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	05/17/2006	03/12/2010		9,765	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	01/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2013	10/16/2006	09/22/2020	23	27,970	550	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	2,565	14	385,779	0		0	0	0	0	
Lease Agreement		08/31/2009	01/20/2007	04/21/2011	18	828	33	385,779	0	0	0	0	0	0	
Lease Agreement		06/02/2022	08/11/2003	01/14/2011		3,681	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2015		18	781	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	01/10/2007	10/25/2011	18	0	387	385,779	92	92	0	0	0	0	
Lease Agreement		06/02/2022	01/30/2009	05/17/2012		30,876	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2015		18	764	223	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	04/20/2006	04/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	06/30/2003	02/02/2011		253,994	36,150	385,779	31,753	0	0	0	0	31,753	
Lease Agreement		04/14/2016	09/30/2015		18	5,796	421	385,779	0		0	0	0	0	
Lease Agreement		01/04/2014	09/10/2004	12/08/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	07/21/2010		17,328	5,393	385,779	5,075	0	0	0	0	5,075	
Lease Agreement		04/14/2016	01/10/2015		18	101	102	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	04/10/2005	04/10/2008	18	0	179	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/10/2011	05/21/2015	18	0	71	385,779	0		0	0	0	0	
Lease Agreement		11/30/2020	10/30/2015		60	30,111	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	12/10/2000	10/30/2003	18	0	240	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/10/2010	12/10/2013	18	0	130	385,779	41	41	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2015		18	60	98	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	12/30/2005	01/01/2011	18	1,860	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/10/2015	04/16/2010		21	7,437	0	385,779	0	0	0	0	0		
Lease Agreement		02/11/2016	06/30/2015		18	3,903	0	385,779	0		0	0	0	0	
Lease Agreement		01/02/2013	05/20/2006	11/14/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2010		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/10/2015		18	649	0	385,779	0		0	0	0	0	
Lease Agreement		04/13/2016	09/30/2003	01/01/2006	18	1,344	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	06/20/2015		18	944	230	385,779	118	118	0	0	0	0	
Lease Agreement		11/30/2013	02/11/2010	03/17/2010	0	6,448	0	385,779	0	0	0	0			
Lease Agreement		12/31/2010	11/30/1998	05/19/2009	18	0	1	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	03/12/2010		21	6,480	0	385,779	0	0	0	0	0		
Lease Agreement		11/15/2020	06/09/2015	10/22/2020	6	23,550	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	04/10/2007	07/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/11/2016	03/30/2010	07/01/2015	18	0	0	385,779	0		0	0	0	0	
Lease Agreement		04/14/2016	03/10/2015		18	288	0	385,779	0		0	0	0	0	
Lease Agreement		02/13/2012	11/30/2006	03/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	12/30/2009		18	0	0	385,779	0		0	0	0	0	
Lease Agreement		10/06/2015	02/10/2015		18	4,256	0	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2008		18	693	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	03/20/2010	06/21/2015	18	0	920	385,779	744	372	372	0	0	0	
Lease Agreement		04/10/2015	12/30/2014		18	646	333	385,779	116	58	58	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	729	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2011	12/01/2009	10/22/2011	18	642	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/10/2014		18	550	195	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	11/10/2008		18	690	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	12/01/2009	07/12/2012	8	2,090	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	10/20/2014		18	1,320	307	385,779	0		0	0	0	0	
Lease Agreement		07/11/2012	10/10/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	07/30/2010		18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	07/10/2014		18	152	472	385,779	76	38	38	0	0	0	
Lease Agreement		02/28/2010	07/10/2004	10/11/2008	18	228	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	10/10/2010	09/28/2015	18	0	1,936	385,779	1,936	484	484	484	484	0	
Lease Agreement		04/14/2016	07/20/2014		18	243	81	385,779	0		0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	282	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	01/30/2010		18	0	136	385,779	136	136	0	0	0	0	
Lease Agreement		06/30/2006	04/16/2002			3,355	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	372	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	2,570	2,570	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/10/2004	06/01/2009	18	0	36	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	2,849	2,849	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	03/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	08/24/1998	09/24/2001		10,428	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	09/20/2021		1	799	799	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	02/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2010	03/06/2000	09/12/2005	0	30,600	0	385,779	0	0	0	0			
Lease Agreement		05/31/2022	07/20/2021		1	711	7	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/10/2004	02/11/2009	18	0	29	385,779	0	0	0	0	0	0	
Lease Agreement		07/08/2008	06/26/2001			2,844	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	02/10/2020		7	2,841	2,841	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/20/2006	09/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2010	03/16/2007		15	28,080		385,779							21,059
Lease Agreement		05/31/2022	10/10/2020		4	371	371	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2006	07/11/2011	18	0	10	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/20/2016		18	704	201	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/30/2020		8	1,271	1,271	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/30/2010	08/01/2011	18	435	870	385,779	870	435	435	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	23,034	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2014	12/11/2015	18	219	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	03/30/2020		8	1,418	1,418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	12/30/2006		18	0	8	385,779	0		0	0	0	0	
Lease Agreement		01/08/2016	06/30/2014		18	945	29	385,779	0		0	0	0	0	
Lease Agreement		03/31/2021	09/29/2020	03/26/2021	5	37,649	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/30/2006		18	0	20	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2019	06/24/2014		60	114,600	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		04/30/2019	06/24/2014		58	46,516	0	385,779	0	0	0	0	0		
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	50	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0		
Lease Agreement		04/13/2016	07/10/2005	08/28/2009	18	0	60	385,779	60	30	30	0	0	0	
Lease Agreement		01/08/2016	04/30/2014		18	3,684	0	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0		
Lease Agreement		01/02/2013	03/30/2006	10/01/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/30/2014		18	1,104	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	12/30/2018		9	64	64	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2011	10/20/2007	07/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	01/30/2014		18	153	0	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	10/31/2017		57	62,750	3,795	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	01/10/2010	01/11/2015	18	0	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	01/20/2014		18	1,620	298	385,779	0		0	0	0	0	
Lease Agreement		11/30/2021	06/30/2019		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/10/2001	01/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/03/2014	09/30/2013		18	703	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/20/2018		8	564	564	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/30/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2013		18	56	108	385,779	0		0	0	0	0	
Lease Agreement		06/30/2021	10/20/2018		5	162	1	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/30/1986	01/02/2008	18	0	280	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2013	12/11/2015	18	65	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/10/2011			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/20/2006	07/21/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	08/30/2013		18	210	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/20/2015			1,694	1,694	385,779	1,270	0	0	423	0	847	
Lease Agreement		12/03/2014	05/30/2003	06/01/2004	18	20	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2013	12/29/2015	18	5,664	78	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	01/30/2014		12	126	126	385,779	75	0	75	0	0	0	
Lease Agreement		01/31/2014	10/01/2009	01/29/2014	51	78,443	0	385,779	0	0	0	0	0		
Lease Agreement		01/04/2014	07/20/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	12/30/2014			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/07/2007	05/24/2004	07/31/2007	13	15,319	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	06/27/2007	01/28/2015	88	19,517	650	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	03/30/2016			158	158	385,779	158	0	0	0	158	0	
Lease Agreement		11/05/2008	11/12/2001	10/31/2008		5,256	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2013	08/14/2009	01/17/2014	12	3,000	563	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	04/05/2005	01/28/2015	115	33,310	1,214	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/30/2014		1	58	58	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2012	04/19/2006	02/13/2012	69	4,868	0	385,779	0	0	0	0	0		
Credit Cards		07/31/2009	05/02/1984	09/30/2007	0	2,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2014	06/29/2009	01/29/2014	54	78,548	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2019	12/10/2015		3	1,122	1,122	385,779	390	0	0	390	0	0	
Lease Agreement		11/26/2014	07/01/2013			25,900	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	05/26/2006	01/28/2015	104	17,196	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2020	02/10/2015		3	266	2	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	08/01/2006		1	22,501		385,779	112	112	0	0	0		
Credit Cards		09/30/2013	05/13/2008	11/29/2009	12	7,500		36,460							5,723
Lease Agreement		02/28/2014	12/29/2009	02/11/2014	48	15,032	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2019	12/10/2015		1	924	9	385,779	0	0	0	0	0	0	
Lease Agreement		12/19/2006	07/26/2001	11/30/2006	5	24,417	387	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2010	12/15/2003	01/20/2010	24	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/20/2013		18	1,452	693	385,779	0		0	0	0	0	
Lease Agreement		01/31/2003	02/25/2000			4,680	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	08/01/2006			7,657		385,779	0	0	0	0	0		
Credit Cards		11/30/2012	01/27/2010		0	2,459	669	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,430	0	385,779	0		0	0	0	0	
Lease Agreement		10/31/2003	02/28/2000	07/31/2003		103,200	0	385,779	0	0	0	0			
Lease Agreement		06/30/2011	05/26/2006		61	17,196	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	5,000	0	36,460	0	0	0	0	0	0	263
Lease Agreement		10/06/2015	05/10/2013		18	2,313	0	385,779	0		0	0	0	0	
Lease Agreement		08/31/2005	08/01/2003	05/03/2005	3	53,266		385,779	0	0	0	0			
Lease Agreement		11/02/2011	05/15/2006	08/17/2009	16	3,245		385,779	0	0	0	0			
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,295	0	385,779	0		0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		11/30/2010	01/01/2010			47,297		385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/2000	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/11/2015	01/10/2013		18	419	0	385,779	0		0	0	0	0	
Credit Cards		05/31/2022	08/27/1999	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2016	10/01/2014		20	5,030	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2017	02/01/2014		25	33,658	0	385,779	0	0	0	0	0		
Lease Agreement		10/31/2016	07/01/2014			7,834	0	385,779	0	0	0	0	0		
Lease Agreement		04/10/2015	12/30/2012	04/01/2016	18	0	389	385,779	0		0	0	0	0	
Lease Agreement		04/28/2017	02/01/2014			77,527	0	385,779	0	0	0	0	0		
Lease Agreement		04/28/2017	01/01/2015			3,882	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	04/30/2010	06/16/2014	18	3,750	0	385,779	0		0	0	0	0	3,229
Lease Agreement		04/13/2016	12/30/2012		18	277	260	385,779	0		0	0	0	0	
Lease Agreement		10/29/2010	02/01/2009			70,945		385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010		1	4,181		385,779	0	0	0	0	0		
Lease Agreement		11/30/2007	11/14/2003	11/21/2007	15	4,695	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Lease Agreement		08/31/2007	01/01/2001			59,079	0	385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010			82,965		385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	04/01/2004		1	30,844		385,779	0	0	0	0	0		
Lease Agreement		10/31/2013	03/25/2010	10/31/2013		33,667	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,106		385,779	0	0	0	0	0		
Lease Agreement		03/01/2012	11/30/1997	08/28/1998		2,340		385,779	0	0	0	0			1,645
Lease Agreement		04/30/2010	10/01/2004			14,101		385,779	2,634	333	335	333	1,632		
Lease Agreement		06/30/2013	09/25/2009			24,184	1,044	385,779	522	522	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,798		385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	02/24/2005	02/19/2010	60	14,515	1,045	385,779	0	0	0	0	0		
Lease Agreement		05/31/2011	10/14/2004	03/09/2011	29	2,631		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		11/30/2016	12/01/2014			37,243	0	385,779	0	0	0	0	0		
Lease Agreement		08/31/2012	12/05/2007	08/31/2012	1	2,576	0	385,779	0	0	0	0	0		
Lease Agreement		12/01/2011	08/27/2004	09/27/2011		45,720		385,779	0	0	0	0			
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		09/30/2005	04/01/2004	07/04/2005	1	4,402		385,779	0	0	0	0			
Lease Agreement		12/31/2011	08/26/2000	12/05/2011	133	20,179	22	385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	10/01/2004		1	128,916		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	11/15/2000	08/22/2003		58,089	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		12/01/2011	07/15/2004	09/15/2011		45,720		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		07/15/2003	06/01/1998			3,155	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	08/26/2000		9	22,997	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			41,430	1,971	385,779	985	985	0	0	0	0	
Lease Agreement		07/31/2007	02/17/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,345	808	385,779	297	297	0	0	0	0	
Lease Agreement		08/31/2003	04/28/2003	07/29/2003	2	6,600	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	08/28/2009			24,304	526	385,779	526	526	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		01/31/2010	05/12/2003	10/20/2009		19,710		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/25/2008	03/31/2013		45,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2013	02/08/2008	03/31/2013		16,900	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		05/31/2005	05/15/2002			22,361	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Credit Cards		09/30/2008	08/02/2000	02/17/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2012	11/30/2007			32,500	575	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2006	05/29/2001	05/29/2006		24,042		385,779	0	0	0	0			
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Credit Cards		06/02/2008	03/03/1997	03/11/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		10/31/2001	09/28/1998		24	23,533	0	385,779	0						0
Lease Agreement		12/31/2014	12/31/2010			49,438	3,746	385,779	1,873	0	1,873	0	0	0	
Credit Cards		06/02/2008	10/09/1996	10/10/2002	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2010	04/01/2009		1	12,045		385,779	0	0	0	0	0		
Lease Agreement		05/31/2014	08/24/2010			19,754	495	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2002	07/30/1997	07/30/2002		17,100	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	10/30/2009	08/31/2013		23,685	0	385,779	0	0	0	0	0	0	
Credit Cards		12/02/2015	08/01/2005	11/14/2014	4	6,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	03/27/2000	01/04/2005		33,372		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Credit Cards		03/31/2011	01/12/1991	03/12/2004		1	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		04/30/2005	10/15/1999	10/15/2004		13,440		385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/21/2009			52,345	1,192	385,779	1,192	1,192	0	0	0	0	
Credit Cards		02/28/2009	10/02/2000	10/30/2006			0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,225	1,017	385,779	508	508	0	0	0	0	
Lease Agreement		11/30/2003	07/06/1998	07/06/2001		5,652	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		09/30/2019	08/25/2004				14,054	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Lease Agreement		06/30/2003	07/16/1998		1	5,640	0	385,779	0	0	0	0			
Credit Cards		09/30/2019	03/03/1980				1,105	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		06/30/2006	04/30/2006	02/25/2007	2	11,500	1,425	36,460	88	88	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/12/2000	01/21/2008		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2007	07/18/2002	07/18/2005		4,029		385,779	0	0	0	0			
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2015	12/31/2010	03/31/2015		55,886	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2004	12/13/2000	12/15/2003		2,850	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/02/2010			39,668	60	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/27/2000	04/28/2003		12,434	0	385,779	0	0	0	0			
Lease Agreement		06/30/2013	09/25/2009			23,014	1,041	385,779	520	520	0	0	0	0	
Credit Cards		10/31/2008	04/06/2004	11/26/2008			494	36,460	87	20	0	20	47		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/30/2007	07/01/2001	07/02/2004	27	12,312		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		05/31/2022	06/27/2003	08/23/2011		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	11/25/2009	08/31/2013		20,027	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	07/27/2000	02/27/2003	4	806		385,779	0	0	0	0			
Lease Agreement		11/30/2013	12/29/2008	11/30/2013		30,507	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/17/2002	06/25/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,705	1,224	385,779	612	612	0	0	0	0	
Lease Agreement		01/31/2006	05/01/2001	10/20/2005	4	9,152		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/05/2008	03/31/2013		33,250	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/15/2002	07/01/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2013	12/27/2011	12/31/2013		87,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2005	07/28/2002	01/28/2005	19	1,119		385,779	0	0	0	0			
Lease Agreement		12/31/2014	12/31/2010			40,278	3,063	385,779	2,297	0	2,297	0	0	0	
Credit Cards		05/31/2022	05/14/2002	01/03/2010		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Lease Agreement		12/31/2006	03/02/2002	03/02/2004		2,112		385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/05/2002	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			55,886	1,099	385,779	1,099	1,099	0	0	0	0	
Lease Agreement		09/30/2004	12/17/1998	12/17/2001	4	3,096	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/09/2001	02/03/2005		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2002	01/05/1997		2	6,619	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	02/23/2001	01/21/2008		20,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/22/1999	02/01/2013		19,150	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1999	07/27/2007		0	0	36,460	0	0	0	0	0		
Term Loan		02/12/2009	05/17/2006			11,734	1,955	140,029	325	325	0	0	0	0	
Term Loan		10/08/2008	10/04/2005	09/30/2008	27	12,601	0	140,029	0	0	0	0	0	0	
Lines of Credit		01/10/2019	01/05/2018			1,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	03/27/2020			5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/04/2021		5	5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/15/2019			2,000	0	0	0	0	0	0	0	0	
Lines of Credit		12/31/2020	06/05/2019		2	2,500	0	0	0	0	0	0	0	0	
Lines of Credit		08/12/2016	08/19/2015			1,000	0	0	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/2014		4	3,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	03/31/2006			0	0	36,460	0	0	0	0	0	0	
Lease Agreement		09/25/2001	02/15/1995			16,315	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	08/01/2000		18	5,121	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		10/05/2001	10/01/1998		1	23,270	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	12/01/1998	02/03/2008		30,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	

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Lease Agreement		03/31/2022	10/04/2018		24	4,197	1,329	385,779	0	0	0	0	0		
Lease Agreement		10/05/2001	08/15/1998		3	5,060	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	01/21/2008		2,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	03/30/2014		1	66	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	02/15/1999			17,352	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	12/02/2008		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,832	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	10/10/2014		2	55	132	385,779	132	132	0	0	0	0	
Lease Agreement		08/01/2008	06/15/2001			26,570	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/01/1998	01/21/2008		1,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2020	06/30/2015		4	300	300	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	12/15/2000		17	1,870	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1998			16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	07/07/1998	04/04/2001		16,308	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2021	12/20/2016		7	173	173	385,779	0	0	0	0	0	0	
Lease Agreement		04/02/2003	03/15/2000			9,439	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	05/01/1997			2,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		17,587	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2020	07/20/2017		5	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	05/01/2000			2,668	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1997	01/21/2008		8,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		126,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2016		8	2,899	2,899	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	07/01/1999			1,853	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1996	07/02/2010		11,250	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	06/27/1996	03/31/2000		54,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	07/10/2017		9	126	126	385,779	90	0	0	90	0	0	
Credit Cards		05/31/2022	11/01/1995	01/21/2008		16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	11/01/1993	05/24/1995		23,296	0	385,779	0	0	0	0	0	0	
Credit Cards		08/31/2008	11/01/1997	01/29/2009			2,300	36,460	1,048	367	619	20	42		
Credit Cards		12/31/2017	01/19/2010	09/20/2017	12	11,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	08/19/2005		24	17,800	250	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/18/2006	07/30/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/28/2001	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	01/18/2008	11/02/2009	0	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2019	09/29/1999				2,293	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2008	11/13/2001		24	300	254	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	02/07/2008	08/22/2014	0	1,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/01/1997	06/27/2008	0	3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/05/2001	09/15/1998		3	2,777	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2022	06/20/2018		7	212	212	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2004	06/17/2001		17	1,392	0	385,779							
Lease Agreement		07/31/2007	01/29/1992	05/01/1996		70,288	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	10/10/2016		7	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/10/2006	11/24/2010	18	0	535	385,779	273	91	91	91	0	0	
Credit Cards		05/31/2022	03/01/1994	01/21/2008		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2007	03/03/2004	07/20/2007		6,148		385,779	0	0	0	0			
Lease Agreement		08/31/2021	06/20/2018		9	297	297	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	02/28/2010		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/01/1992			3,000	0	36,460	0	0	0	0	0		
Lease Agreement		04/30/2018	10/01/2014			67,982	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2021	02/20/2018		9	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/16/2012	10/01/2009	03/07/2012	4	3,307	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2013	02/15/2013		2	17,531	1,205	385,779	0	0	0	0	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/31/2021	10/10/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	10/01/2009	07/09/2012	8	635	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		09/01/2008	05/31/2007			11,377	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2020	01/20/2018		6	78	78	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	07/10/2008		18	876	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1990	08/01/2003		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		02/12/2009	01/30/2009			27,056	27,056	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2021	12/30/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	06/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/01/1989	10/02/2008		20,250	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/10/2009		18	0	2	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/10/2018		6	520	520	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2008		18	366	10	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2015	02/26/2006	07/11/2008	24	1,000	0	36,460	0	0	0	0	0	0	1,306
Lease Agreement		01/04/2014	12/10/2006		18	137	33	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2022	06/18/2018		11	306	306	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	09/30/2007		18	0	0	385,779	0		0	0	0	0	
Credit Cards		02/28/2011	12/15/1998	09/17/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	04/20/2009		18	624	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/20/2016		2	1,184	1,184	385,779	0	0	0	0	0	0	
Credit Cards		06/01/2022	12/21/1995			15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/20/2005	04/21/2009	18	804	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		12/31/2012	06/26/2007	10/16/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/03/2022	09/11/2019		24	20,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2005	11/01/1990	08/07/2006		9,354	5,638	36,460	0	0	0	0			
Credit Cards		09/04/2014	07/21/1994			3,450	0	36,460	0	0	0	0			
Credit Cards		07/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	07/09/2003	09/19/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2004	09/06/2003		0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	02/29/2000	12/05/2008	0	15,000	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2004	04/21/2000	11/26/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/26/2001	06/08/2010	0	5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		03/31/2022	01/10/2018		5	121	121	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	01/30/2005		18	0	1,272	385,779	1,272	636	636	0	0	0	
Lease Agreement		02/28/2022	06/12/2018		16	78	78	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		07/16/2013	03/20/2008		18	435	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	09/10/2018		4	1,131	1,131	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	10/31/1991	10/14/1994		7,200	0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2010	03/20/2004	03/21/2008	18	1,755	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	04/20/2018		6	430	430	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/25/1991	12/10/1993		1	0	36,460	0	0	0	0	0		
Lease Agreement		10/11/2010	05/29/2009		13	7,348	0	385,779	0	0	0	0	0		
Lease Agreement		05/31/2022	03/30/2019		8	2,186	2,186	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		01/31/2010	03/30/2007	04/01/2010	18	2,070	1,054	385,779	414	414	0	0	0	0	
Lease Agreement		09/30/2021	03/10/2018		21	1,910	1,910	385,779	516	259	0	0	257	0	
Credit Cards		02/28/2011	01/10/1990	04/08/1994		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		12/03/2014	07/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2022	03/20/2019		9	1,734	1,734	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/22/1996	01/18/2002		1	0	36,460	0	0	0	0	0		
Lease Agreement		04/13/2016	02/28/2003	01/01/2006	18	243	0	385,779	0		0	0	0	0	
Lease Agreement		09/02/2021	05/25/2018		23	31,425	12,775	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	09/01/1994	01/30/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/20/2007	07/21/2009	18	0	31	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			120,177	28,762	385,779	28,761	10,014	10,014	8,732	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Lease Agreement		02/28/2011	01/19/2009		24	1,623	0	385,779	0	0	0	0	0		
Lease Agreement		12/31/2021	12/29/2017			202,638	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	04/12/1996				0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	11/17/2008	11/21/2013	60	3,720	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0		
Credit Cards		09/30/2013	06/19/2001	12/07/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/1999	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/20/1999	06/29/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/21/1999	04/03/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/03/1998	06/09/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1997	12/03/2008	0	1,400	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2017	01/01/1997	10/10/2007	0	3,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/18/2021		2	9,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2019	11/29/2019		0	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/20/2021	04/18/2022	15	55,000	1,841	36,460	1,841	0	0	0	1,841		
Lease Agreement		12/31/2021	12/29/2017			37,711	1,590	385,779	1,590	1,590	0	0	0		
Lease Agreement		11/30/2013	02/01/2001	07/17/2007	0	8,460	0	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			110,519	2,763	385,779	2,762	2,762	0	0	0		
Credit Cards		02/28/2011	03/04/1997	07/15/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2013	04/13/2000	06/13/2007		4,864	0	385,779	0	0	0	0			
Lease Agreement		01/15/2021	09/09/2016	12/01/2020	8	13,957	2,313	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	01/04/1995	05/30/1999		1	0	36,460	0	0	0	0	0		
Lease Agreement		11/30/2009	01/15/2006	11/30/2009	1	40,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			33,645	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	07/27/1994	03/31/1995		1	0	36,460	0	0	0	0	0		
Lease Agreement		05/31/2012	05/23/2008	05/31/2012	6	34,332	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			30,545	0	385,779	0	0	0	0	0		
Credit Cards		03/31/2011	07/21/1994	12/16/1997		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2008	07/29/2005	08/19/2008	2	25,280	1,404	385,779	0	0	0	0			
Lease Agreement		12/31/2021	12/29/2017			626,214	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	05/07/1996	03/22/1998		3,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2011	01/31/2008		24	22,458	0	385,779	0						
Lease Agreement		12/31/2021	11/21/2017	07/29/2021		4,718	0	385,779	0	0	0	0	0		
Credit Cards		02/28/2011	11/13/1996	08/09/2001		1	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2012	01/11/2007	06/14/2012	60	48,697	0	385,779	0	0	0	0	0		
Lease Agreement		06/01/2022	10/17/2017			8,536	1,727	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	02/15/1994	02/07/1998		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	07/06/1998	02/08/2002		2,131	0	385,779	0	0	0	0			
Lease Agreement		05/31/2019	10/31/2017		20	62,750	50,600	385,779	0	0	0	0	0		
Credit Cards		07/31/2010	02/03/2003	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/02/2015	02/01/2007	02/01/2012		3,857		385,779	0	0	0	0			
Lease Agreement		04/14/2016	01/30/2016		18	7,027	1,591	385,779	439	439	0	0	0	0	
Credit Cards		10/31/2016	11/11/2004	06/22/2007	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/24/1998	03/07/2000	0	16,965	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	10/20/2004	12/15/2009	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/2019		4	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/28/2018		8	6,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	11/23/2016			1	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/10/2014		23	2,219	729	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2017	06/20/2016			9,406	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1999	12/05/2008	0	750	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2004	12/26/2000	11/14/2003	6	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	03/20/2003	12/27/2006	0	0	0	36,460	0	0	0	0	0	0	290
Credit Cards		11/30/2016	03/07/2003	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	09/30/2004	09/10/2009	0	29,727	0	385,779	0	0	0	0			
Credit Cards		10/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	05/16/2002	06/29/2007	0	1,375	0	385,779	0	0	0	0			
Credit Cards		12/31/2005	08/26/2003	01/10/2005	13	20,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2003	03/18/2009	0	2,397	0	385,779	0	0	0	0			

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		10/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1998	07/31/2001		5,729	0	385,779	0	0	0	0			
Credit Cards		09/04/2014	03/19/2002			1,523	0	36,460	0	0	0	0			
Lease Agreement		06/30/2003	06/20/1997	07/10/2001		22,801	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	12/07/2005	12/08/2005	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	11/28/2001		9,527	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	06/06/2005	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/06/1998	10/24/2002		21,340	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/02/2005	01/05/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/06/1998	07/31/2001		4,643	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	09/29/2004	01/28/2011	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/05/1999	07/24/2002		11,764	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	04/24/2005	09/24/2012	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/16/1999	07/15/2002	0	5,330	0	385,779	0	0	0	0			
Credit Cards		10/31/2016	01/05/2005	10/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/06/2003	10/01/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	06/01/1991	06/30/1998	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	10/01/1993	10/29/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	11/01/1993	08/09/2004	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	11/01/1995	12/03/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		09/30/2008	08/01/1995	07/28/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	02/03/2003	01/16/2006	0		0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	07/13/1998	07/14/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	02/20/1998	01/28/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/20/1997	06/29/2001		3,911	0	385,779	0	0	0	0			
Credit Cards		03/31/2007	03/09/1988	10/23/2004	0	3,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	12,212	385,779	0	0	0	0			
Credit Cards		05/31/2022	10/01/1992	09/25/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	05/10/1999	06/26/2001		11,322	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/27/2011	03/05/2014		10,000	0	36,460	0	0	0	0	0		
Lease Agreement		06/30/2003	02/20/1997	07/01/2002	0	52,920	0	385,779	0	0	0	0			
Credit Cards		08/31/2015	04/13/2012	09/03/2017	18	10,000	393	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	02/28/2005	05/27/2010	0	2,397	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	08/05/2011	07/16/2021	24	5,700	4,039	36,460	0	0	0	0	0	0	
Lease Agreement		02/12/2009	03/29/2007		22	6,840	2,850	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2017	10/27/2010	07/01/2017		0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2010	11/20/2003	01/26/2009	0	2,097	0	385,779	0	0	0	0			
Credit Cards		05/31/2014	01/19/2010		12	11,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/20/1997	05/07/2001		12,026	0	385,779	0	0	0	0			
Credit Cards		10/31/2013	06/09/1999	07/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	11,282	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/06/1998	06/20/2002		2,648	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	05/01/1994	12/02/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	03/01/1994	02/09/2000	0		0	36,460	0	0	0	0	0		
Credit Cards		04/30/2004	01/01/1993	11/10/2008	0		0	36,460	0	0	0	0	0		
Credit Cards		10/31/2009	11/01/1991	11/26/2008	0	6,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/01/1990	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1990	05/26/2005	0	8,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/01/1989	11/26/2008	0	7,900	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	08/01/1989	03/31/1999	24	0		36,460							2,375
Credit Cards		10/31/2009	07/01/1996	12/05/2008	0	8,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	09/09/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	12/06/1999	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	01/21/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1995	06/16/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/01/1995	07/18/2010	0	5,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1992	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/28/2003	11/25/2014		7,500	0	36,460	0	0	0	0	0		
Credit Cards		05/31/2022	04/12/2002	04/30/2002		2,000	0	36,460	0	0	0	0	0		
Credit Cards		10/31/2013	11/24/1998	03/24/2006	0	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/07/2000	04/02/2014	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	10/13/1997	06/08/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	03/19/2003	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2018	10/31/2009	09/20/2017	12		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2010	03/25/1997	01/14/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/10/1997	10/02/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	12/28/1995	01/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2004	11/10/1998	12/17/2007	0		413	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	11/16/1998	07/01/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/03/1998	08/28/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2003	11/17/1998	08/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2014	11/12/2001	09/30/2005	0	6,750	0	36,460	0	0	0	0	0	0	1,396
Credit Cards		06/30/2003	10/18/2000	08/21/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/16/2000	06/09/2008	0	0	0	36,460	0	0	0	0	0	0	

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **4: 14** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5** %
- Percentage of businesses ranked **5** with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable:**5** %

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.
To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements
Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z
Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

2
High Risk (1) **Low Risk (100)**

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens and judgments
- High proportion of past due balances to total amount owing

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate-High	**1343**	**2.29 %**	**0.48**	**4**

Business and Industry Trends

FAILURE SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	2
Region:(SOUTH ATLANTIC)	33
Industry:MANUFACTURING	56
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

60

High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Evidence of open suits, liens, and judgments
- Higher risk industry based on delinquency rates for this industry

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Moderate	**513**	**4.75 %**	**10.2 %**	**3**

Business and Industry Trends

DELINQUENCY SCORE Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	60
Region:(SOUTH ATLANTIC)	34
Industry:MANUFACTURING	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

71

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 14 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

Business and Industry Trends

3585 - Mfg refrigeration/heating equipment

PAYDEX Industry Lower Quartile Industry Median Quartile Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 11/05/2009

Special Rating

-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour	% of Trade Within Terms	Highest Past Due
14 Days Beyond Terms	**56%**	**US$ 700,000**

Highest Now Owing:
US$ 4,000,000

Total Trade Experiences:
715

Largest High Credit:
US$ 8,000,000

Average High Credit:
US$ 109,748

Total Unfavorable Comments :
1

Largest High Credit:
US$ 2,500

Total Placed in Collections:
5

Largest High Credit:
US$ 0

D&B PAYDEX



When weighted by amount, Payments to suppliers average 14 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 19 days beyond terms

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- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

3585 - Mfg refrigeration/heating equipment

PAYDEX Industry Lower Quartile Industry Median Quartile Industry Upper Quartile

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	Current 2022
This Business	73	73	73	72	72	72	72	72	72	72	72	72	72	74	74	71	73	73	74	72	73	73	71	71
Industry Quartile																								
Upper	-	-	76	-	-	76	-	-	76	-	-	77	-	-	77	-	-	76	-	-	77	-	-	-
Median	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	88	US$ 57,750,000	76
50,000 - 99,999	41	US$ 2,950,000	50
15,000 - 49,999	90	US$ 2,460,000	60
5,000 - 14,999	109	US$ 772,500	52
1,000 - 4,999	123	US$ 229,500	59
Less than 1,000	134	US$ 40,600	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
15 - Building Construction - General Contractors and Operative Builders	1	2,500	50	0	0	0	50
1531 - Operative	1	2,500	50	0	0	0	50

builders							
17 - Construction - Special Trade Contractors	6	400,000	95	1	4	0	0
1731 - Electrical contractor	3	400,000	90	2	8	0	0
1711 - Mechanical contractor	3	100,000	100	0	0	0	0
26 - Paper and Allied Products	5	500,000	33	33	0	0	0
2653 - Mfg corrugated boxes	2	500,000	50	50	0	0	0
2631 - Paperboard mill	2	400,000	49	50	0	0	1
2679 - Mfg converted paper	1	0	0	0	0	0	0
27 - Printing, Publishing and Allied Industries	12	1,000,000	54	9	29	0	9
2759 - Misc coml printing	5	1,000,000	50	0	17	0	33
2761 - Mfg manifold forms	5	100,000	64	34	0	0	2
2711 - Newspaper-print/publ	1	5,000	0	0	100	0	0
2741 - Misc publishing	1	100	100	0	0	0	0
28 - Chemicals and Allied Products	4	750,000	84	16	0	0	0
2851 - Mfg paint/allied prdt	2	250,000	51	49	0	0	0
2821 - Mfg plastics/resins	1	750,000	100	0	0	0	0
2891 - Mfg adhesives/sealant	1	200,000	100	0	0	0	0
29 - Petroleum Refining and Related Industries	1	1,000	0	0	0	0	100
2999 - Mfg misc petro prdts	1	1,000	0	0	0	0	100
30 - Rubber and Miscellaneous Plastics Products	2	40,000	25	25	0	0	50
3089 - Mfg misc plastic prdt	1	40,000	50	50	0	0	0
3053 - Mfg sealing devices	1	500	0	0	0	0	100
31 - Leather and Leather Products	1	75,000	50	50	0	0	0
3143 - Mfg men's footwear	1	75,000	50	50	0	0	0
33 - Primary Metal Industries	1	200,000	50	50	0	0	0
3351 - Copper roll/drawing	1	200,000	50	50	0	0	0

34 - Fabricated Metal Products except Machinery and Transportation Equipment	**11**	**100,000**	**28**	**45**	**3**	**3**	**21**
3491 - Mfg industrial valves	**5**	**100,000**	**16**	**20**	**19**	**19**	**26**
3494 - Mfg valve/pipe fittng	**2**	**25,000**	**50**	**50**	**0**	**0**	**0**
3433 - Mfg non-elect heaters	**1**	**100,000**	**50**	**50**	**0**	**0**	**0**
3443 - Mfg plate work	**1**	**10,000**	**50**	**50**	**0**	**0**	**0**
3444 - Mfg sheet metalwork	**1**	**2,500**	**0**	**0**	**0**	**0**	**100**
3452 - Mfg bolt/screw/rivets	**1**	**1,000**	**0**	**100**	**0**	**0**	**0**
35 - Industrial and Commercial Machinery and Computer Equipment	**64**	**4,000,000**	**51**	**13**	**9**	**9**	**18**
3585 - Mfg refrig/heat equip	**30**	**4,000,000**	**96**	**2**	**1**	**0**	**1**
3564 - Mfg blowers/fans	**6**	**200,000**	**98**	**1**	**0**	**0**	**1**
3593 - Mfg cylinder/actuator	**5**	**500,000**	**48**	**49**	**0**	**0**	**3**
3531 - Mfg construction mach	**5**	**200,000**	**54**	**46**	**0**	**0**	**0**
3572 - Mfg computer storage	**5**	**30,000**	**47**	**40**	**8**	**0**	**5**
3579 - Mfg misc office eqpt	**5**	**750**	**80**	**15**	**0**	**0**	**5**
3569 - Mfg general machinery	**2**	**1,000,000**	**50**	**0**	**38**	**12**	**0**
3563 - Mfg air/gas compress	**2**	**2,500**	**36**	**0**	**64**	**0**	**0**
3534 - Mfg elevator/escaltrs	**1**	**55,000**	**0**	**0**	**0**	**0**	**100**
3548 - Mfg welding apparatus	**1**	**10,000**	**0**	**0**	**0**	**0**	**100**
3599 - Mfg industrial mach	**1**	**5,000**	**100**	**0**	**0**	**0**	**0**
3553 - Mfg woodworking mach.	**1**	**2,500**	**0**	**0**	**0**	**100**	**0**
36 - Electronic and other electrical equipment and components except computer equipment	**31**	**8,000,000**	**49**	**24**	**3**	**20**	**4**
3625 - Mfg relays/controls	**8**	**8,000,000**	**51**	**48**	**1**	**0**	**0**

3621 - Mfg motors/generators	8	250,000	50	0	26	0	24
3672 - Mfg print circuit brd	5	1,000,000	50	0	0	47	3
3678 - Mfg elect. connectors	4	20,000	36	43	7	0	14
3694 - Mfg elect engine eqpt	1	20,000	50	50	0	0	0
3639 - Mfg home appliances	1	20,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	7,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	5,000	0	0	0	100	0
3645 - Mfg home light fixt	1	2,500	50	0	0	50	0
3648 - Mfg misc light equip	1	750	0	100	0	0	0
37 - Transportation Equipment	3	600,000	50	27	0	0	24
3724 - Mfg plane engine/part	2	35,000	0	53	0	0	47
3714 - Mfg car parts	1	600,000	100	0	0	0	0
38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	26	400,000	31	11	37	6	15
3823 - Mfg process controls	10	250,000	60	6	0	34	0
3861 - Mfg photograph equip	5	400,000	0	0	86	0	14
3842 - Mfg surgical supplies	4	80,000	52	0	45	3	0
3824 - Mfg fluid meters	3	80,000	0	62	38	0	0
3851 - Mfg ophthalmic goods	3	10,000	22	0	0	0	78
3825 - Mfg electric test prd	1	1,000	50	0	50	0	0
42 - Motor Freight Transportation and Warehousing	19	200,000	53	32	0	0	15
4213 - Trucking non-local	19	200,000	53	32	0	0	15
45 - Transportation by Air	1	1,000	100	0	0	0	0
4513 - Air courier service	1	1,000	100	0	0	0	0
47 - Transportation Services	10	250,000	30	35	1	33	1
4731 - Arrange	10	250,000	30	35	1	33	1

cargo transpt							
48 - Communications	20	45,000	64	0	0	36	0
4813 - Telephone communictns	15	45,000	92	0	0	7	1
4812 - Radiotelephone commun	4	7,500	100	0	0	0	0
4833 - Television station	1	7,500	0	0	0	100	0
49 - Electric, Gas and Sanitary Services	18	200,000	88	13	0	0	0
4911 - Electric services	17	200,000	75	25	0	0	0
4924 - Natural gas distrib	1	1,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	174	900,000	59	14	14	3	11
5063 - Whol electrical equip	42	900,000	54	39	1	1	5
5074 - Whol plumb/hydronics	39	75,000	18	42	24	16	0
5084 - Whol industrial equip	25	250,000	64	4	16	0	16
5085 - Whol industrial suppl	24	750,000	92	4	2	0	2
5065 - Whol electronic parts	13	400,000	60	36	0	4	0
5075 - Whol heating/ac equip	11	20,000	41	9	28	3	19
5051 - Whol metal	7	95,000	28	34	38	0	0
5072 - Whol hardware	2	25,000	50	22	0	28	0
5031 - Whol lumber/millwork	2	10,000	97	3	0	0	0
5023 - Whol homefurnishings	1	750,000	50	50	0	0	0
5082 - Whol const/mine equip	1	50,000	50	0	50	0	0
5083 - Whol farm/garden mach	1	35,000	50	0	0	0	50
5064 - Whol appliances	1	20,000	100	0	0	0	0
5044 - Whol office equipment	1	10,000	100	0	0	0	0
5078 - Whol refrig equip	1	2,500	100	0	0	0	0
5045 - Whol computers/softwr	1	2,500	100	0	0	0	0
5013 - Whol auto parts	1	1,000	0	0	0	0	100

5046 - Whol misc coml equip	1	750	0	0	100	0	0
51 - Wholesale Trade - Nondurable Goods	22	80,000	67	13	13	5	2
5169 - Whol chemicals	10	80,000	50	24	3	20	3
5172 - Whol petroleum prdts	5	35,000	78	0	11	4	7
5113 - Whol service paper	5	20,000	57	41	0	0	2
5199 - Whol nondurable goods	1	25,000	100	0	0	0	0
5149 - Whol groceries	1	2,500	50	0	50	0	0
55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5541 - Gas service station	2	5,000	100	0	0	0	0
5511 - Ret new/used autos	1	40,000	100	0	0	0	0
57 - Home Furniture Furnishings and Equipment Stores	2	6,000,000	100	0	0	0	0
5734 - Ret computer/software	1	6,000,000	100	0	0	0	0
5712 - Ret furniture	1	2,500	100	0	0	0	0
59 - Miscellaneous Retail	11	15,000	40	0	0	0	60
5999 - Ret misc merchandise	7	15,000	20	0	0	0	80
5943 - Ret stationery	3	7,500	100	0	0	0	0
5983 - Ret fuel oil dealer	1	5,000	0	0	0	0	100
60 - Depository Institutions	6	10,000	61	0	39	0	0
6021 - Natnl commercial bank	6	10,000	61	0	39	0	0
61 - Nondepository Credit Institutions	8	300,000	33	44	0	0	24
6153 - Short-trm busn credit	6	300,000	60	40	0	0	0
6159 - Misc business credit	2	1,000	5	47	0	0	48
73 - Business Services	41	5,000,000	54	31	12	2	2
7359 - Misc equipment rental	11	200,000	45	17	36	1	1
7361 - Employment agency	7	5,000,000	91	9	0	0	0

7389 - Misc business service	6	1,000	44	0	24	16	16
7381 - Detective/guard svcs	5	400,000	46	27	27	0	0
7363 - Help supply service	5	200,000	99	1	0	0	0
7372 - Prepackaged software	3	100,000	27	68	5	0	0
7353 - Hvy const eqpt rental	3	5,000	26	74	0	0	0
7373 - Computer system desgn	1	600,000	50	50	0	0	0
75 - Automotive Repair, Services and Parking	1	50	0	0	100	0	0
7513 - Truck rental/leasing	1	50	0	0	100	0	0
76 - Miscellaneous Repair Services	1	2,500	100	0	0	0	0
7694 - Armature rewinding	1	2,500	100	0	0	0	0
83 - Social Services	2	2,500	100	0	0	0	0
8322 - Family social service	2	2,500	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	22	300,000	42	31	2	20	5
8744 - Facilities support	5	300,000	50	29	16	5	0
8734 - Testing laboratory	5	80,000	50	3	0	47	0
8742 - Management consulting	4	1,000	69	0	0	0	31
8748 - Business consulting	3	55,000	20	40	0	37	3
8711 - Engineering services	2	100,000	100	0	0	0	0
8741 - Management services	2	20,000	6	44	0	50	0
8721 - Accounting services	1	500	0	100	0	0	0
91 - Executive Legislative and General Government except Finance	1	2,500	100	0	0	0	0
9111 - Executive office	1	2,500	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	24	100,000	100	0	0	0	0

9311 - Public finance	**24**	**100,000**	**100**	**0**	**0**	**0**	**0**
94 - Administration of Human Resource Programs	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
9431 - Admin public health	**2**	**10,000**	**100**	**0**	**0**	**0**	**0**
96 - Administration of Economic Programs	**1**	**100**	**100**	**0**	**0**	**0**	**0**
9611 - Admin economic prgm	**1**	**100**	**100**	**0**	**0**	**0**	**0**
99 - Nonclassifiable Establishments	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**
9999 - Nonclassified	**35**	**750,000**	**89**	**4**	**4**	**2**	**1**

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/22	Pays Promptly	N30	5,000	0	0	1
06/22	Pays Promptly	N30	2,500	0	0	1
06/22	Pays Promptly	N30	1,000	500	0	1
06/22	Pays Promptly	N30	750	750	0	1
06/22	Pays Promptly	-	250	250	0	1
06/22	Pays Slow 60+	N30	5,000	5,000	5,000	Between 2 and 3 Months
06/22	Pays Slow 30-90+	-	55,000	0	0	Between 2 and 3 Months
06/22	Pays Slow 90+	-	7,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N90	5,000,000	3,000,000	0	1
05/22	Pays Promptly	-	750,000	600,000	0	1
05/22	Pays Promptly	-	250,000	100,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	-	80,000	55,000	0	1
05/22	Pays Promptly	-	40,000	25,000	1,000	1
05/22	Pays Promptly	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	20,000	15,000	0	1
05/22	Pays Promptly	-	10,000	5,000	0	1
05/22	Pays Promptly	-	10,000	10,000	0	1
05/22	Pays Promptly	-	7,500	2,500	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	2,500	750	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	750	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	500	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Promptly	N30	1,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	750	250	0	1
05/22	Pays Promptly	-	500	0	0	1
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	50	0	1
05/22	Pays Promptly	-	50	0	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	50	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 15+	-	5,000	5,000	2,500	1
05/22	Pays Prompt to Slow 30+	-	500,000	500,000	60,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	100,000	80,000	30,000	1
05/22	Pays Prompt to Slow 30+	-	85,000	25,000	25,000	1
05/22	Pays Prompt to Slow 30+	-	55,000	2,500	500	1
05/22	Pays Prompt to Slow 30+	-	20,000	7,500	1,000	1
05/22	Pays Prompt to Slow 30+	-	20,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 30+	-	2,500	750	250	1
05/22	Pays Prompt to Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	2,500	50	1
05/22	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	250	250	Between 2 and 3 Months
05/22	Pays Prompt to Slow 90+	-	750	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 90+	-	70,000	40,000	10,000	1
05/22	Pays Prompt to Slow 120+	-	5,000	2,500	1,000	1
05/22	Pays Prompt to Slow 150+	N30	40,000	20,000	15,000	1
05/22	Pays Prompt to Slow 180+	N30	250,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	10,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 30+	-	2,500	500	50	1
05/22	Pays Slow 30+	-	50	0	0	Between 2 and 3 Months
05/22	Pays Slow 60+	-	75,000	50,000	10,000	-
05/22	Pays Slow 60+	-	1,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/22	Pays Slow 60+	-	100	100	100	-
05/22	Pays Slow 30-60+	-	20,000	2,500	2,500	-
05/22	Pays Slow 90+	-	7,500	7,500	7,500	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 90+	-	2,500	2,500	1,000	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 30-120+	N30	10,000	2,500	1,000	1
05/22	Pays Slow 120+	-	50	50	50	-
05/22	Pays Slow 60-180+	-	1,000	1,000	1,000	-
05/22	Placed for collection	-	0	2,500	2,500	-
05/22	-	Sales COD	0	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	103	US$ 222,300
Payment record unknown	14	US$ 419,350
Unfavorable comments	1	US$ 2,500
Placed for collections	5	US$ 0
Total in D&B's file	715	US$ 64,846,750

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

GLOBAL ULTIMATE

Company	City , Country or Region	D-U-N-S® NUMBER
TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY	**SWORDS , IRELAND**	**98-503-3590**

DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	**PISCATAWAY , New Jersey**	**96-330-6712**

PARENT

Company	City , State	D-U-N-S® NUMBER

TRANE INC.	**PISCATAWAY , New Jersey**	**19-144-4587**

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AMERICAN STANDARD LEASING INC	**NASHVILLE , Tennessee**	**03-059-3599**
THE TRANE COMPANY	**LA CROSSE , Wisconsin**	**07-027-2299**
A-S ENERGY, INC	**NEW YORK , New York**	**10-328-6373**
TRANE PUERTO RICO INC.	**SAN JUAN , Puerto Rico**	**78-434-8349**
AMERICAN STANDARD INTERNATIONAL INC.	**PISCATAWAY , New Jersey**	**79-434-2063**
TRANE INDIA LTD.	**DAVIDSON , North Carolina**	**84-836-8002**
TWENTYTHREEC, LLC	**DAVIDSON , North Carolina**	**11-751-8021**
TRANE CO	**COLUMBIA , South Carolina**	**04-484-4910**

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Arctic Cool Chillers Limited	**BRAMPTON , CANADA**	**20-295-1331**
TRANE DISTRIBUTION PTE. LTD.	**SINGAPORE , SINGAPORE**	**59-533-2230**
SERVICE FIRST (UNITARY) (PTY) LTD	**RANDBURG , SOUTH AFRICA**	**53-917-1709**

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
TRANE U.S. INC.	**CHATTANOOGA , Tennessee**	**00-103-5257**
TRANE U.S. INC.	**SAINT PAUL , Minnesota**	**00-521-1326**
TRANE U.S. INC.	**SHELTON , Connecticut**	**00-771-5048**
TRANE U.S. INC.	**CUPERTINO , California**	**01-092-8398**
TRANE U.S. INC.	**BRIDGETON , Missouri**	**01-594-2030**
TRANE U.S. INC.	**WESTBROOK , Maine**	**01-702-4402**
TRANE U.S. INC.	**FISHERS , Indiana**	**01-797-6890**
TRANE U.S. INC.	**ROANOKE , Virginia**	**01-811-2347**
TRANE U.S. INC.	**OMAHA , Nebraska**	**01-840-0783**
TRANE U.S. INC.	**PEORIA , Illinois**	**01-840-1013**
TRANE U.S. INC.	**ASHLAND , Virginia**	**01-840-2201**
TRANE U.S. INC.	**SUNNYVALE , California**	**01-840-2789**

TRANE U.S. INC.	OAKLAND , California	01-840-3365
TRANE U.S. INC.	SANTA ROSA , California	01-840-3738
TRANE U.S. INC.	ANCHORAGE , Alaska	01-840-4264
TRANE U.S. INC.	SOUTH BEND , Indiana	01-840-4280
TRANE U.S. INC.	FORT WAYNE , Indiana	01-840-4603
TRANE U.S. INC.	SIOUX FALLS , South Dakota	01-840-4801
TRANE U.S. INC.	SPOKANE VALLEY , Washington	01-840-5337
TRANE U.S. INC.	PERRYSBURG , Ohio	01-840-6020
TRANE U.S. INC.	NEW CASTLE , Delaware	01-840-7234
TRANE U.S. INC.	SANTA CRUZ , California	01-834-8420
TRANE U.S. INC.	LEXINGTON , Kentucky	01-865-1237
TRANE U.S. INC.	FLINT , Michigan	01-817-0006
TRANE U.S. INC.	GREAT FALLS , Montana	01-817-0451

This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
FELLON-MCCORD & ASSOCIATES, LLC	LOUISVILLE , Kentucky	79-602-2796
HOUSTON TRANE, INC.	LUBBOCK , Texas	78-304-5094
STANDARD TRANE INSURANCE COMPANY	BURLINGTON , Vermont	61-959-8308
AMERICAN SOCIETY OF HEATING	GREENVILLE , South Carolina	07-254-3171

AFFILIATES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
R&O Immobilien GmbH	OBERHAUSEN , GERMANY	31-250-4949
Trane S.A.	Romont FR , SWITZERLAND	48-785-9605
Trane Logistica, S. A. de C. V.	NAUCALPAN , MEXICO	81-251-3562
Industria Cerámica del Centro, S.A. de C.V.	NAUCALPAN , MEXICO	81-251-3604

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**1** Latest Filing: 10/27/2017	**10** Latest Filing: 10/24/2020	**7** Latest Filing: 03/16/2020	**421** Latest Filing: 02/07/2022

EVENTS

Judgement - Court Judgement

Filing Date	10/27/2017
Filing Number	SC 000879 17
Status	Unsatisfied
Date Status Attained	10/27/2017
Received Date	10/30/2017
Award	US$ 336
Debtors	TRANE US INC, TYLER, TX
Creditors	GLOBAL CURRENCY SERVLLC, MORRISVILLE, PA
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF MERCER COUNTY, TRENTON, NJ

Lien - Tax Lien

Filing Date	10/24/2020
Filing Number	30011846
Status	Open
Date Status Attained	10/24/2020
Received Date	12/02/2020
Amount	US$ 15,097
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	08/25/2020
Filing Number	12330328
Status	Open
Date Status Attained	08/25/2020
Received Date	09/30/2020
Amount	US$ 12,716
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/14/2020
Filing Number	1842539
Status	Open
Date Status Attained	07/14/2020
Received Date	10/26/2020
Amount	US$ 25
Debtors	TRANE US INC AND OTHERS
Creditors	BALDWIN COUNTY SALES & USE TAX DEPARTMENT
Court	BALDWIN COUNTY RECORDER OF DEEDS, BAY MINETTE, AL

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12288701
Status	Open
Date Status Attained	07/08/2020
Received Date	08/01/2020
Amount	US$ 6,051
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12291891
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 9,965
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12304243
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020

Amount	US$ 9,991
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12320496
Status	Release
Date Status Attained	10/16/2020
Received Date	12/02/2020
Amount	US$ 270,728
Debtors	TRANE COMPANY THE, RUSHVILLE, IN
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12321979
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US$ 6,674
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	02/20/2020
Filing Number	2470/3411
Status	Open
Date Status Attained	02/20/2020
Received Date	03/19/2020
Amount	US$ 3,410
Debtors	TRANE US INC, NASHVILLE, TN
Creditors	SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Lien - Tax Lien

Filing Date	03/13/2017
Filing Number	2193/2103
Status	Open
Date Status Attained	03/13/2017
Received Date	04/12/2017
Amount	US$ 76,060
Debtors	TRANE U S INC
Creditors	SOUTH CAROLINA DEPARTMENT OF REVENUE
Court	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/16/2020
Filing Number	202000301995
Status	Pending
Date Status Attained	03/16/2020
Received Date	03/20/2020
Cause	Breach Of Contract
Plaintiffs	A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant	TRANE, PUEBLO, CO
Defendant	TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	05/28/2019
Filing Number	2019-016336-CA-01

Status	Pending
Date Status Attained	05/28/2019
Received Date	06/01/2019
Plaintiffs	DEAUVILLE HOTEL PROPERTY LLC
Defendant	TRANE USA, INC., MIARAMAR, FL
Defendant	AND OTHERS
Court	DADE COUNTY CIRCUIT COURT, MIAMI, FL

Suit

Filing Date	01/02/2019
Filing Number	201801203530
Status	Pending
Date Status Attained	01/02/2019
Received Date	01/04/2019
Cause	Breach Of Contract
Plaintiffs	HUNTER ROBERTS CONSTRUCTION GROUP, LLC, PHILADELPHIA, PA
Defendant	TRANE U.S., INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/29/2015
Filing Number	201500013014
Status	Pending
Date Status Attained	07/29/2015
Received Date	07/08/2016
Plaintiffs	JEWISH COMMUNITY CENTER OF GREATER PITTSBURGH, PITTSBURGH, PA
Defendant	TRANE, PITTSBURGH, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	10/02/2014
Filing Number	201400904451
Status	Pending
Date Status Attained	10/02/2014
Received Date	07/08/2016
Plaintiffs	SULLIVAN JR., GERALD G, CHICAGO, IL
Defendant	TRANE U.S. INC.
Defendant	AND OTHERS

Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/19/2014
Filing Number	2014CV000423
Status	Pending
Date Status Attained	03/19/2014
Received Date	07/08/2016
Plaintiffs	VILLAGE OF PLEASANT PRAIRIE, PLEASANT PRAIRIE, WI
Defendant	TRANE US INC, LA CROSSE, WI
Defendant	AND OTHERS
Court	KENOSHA COUNTY CIRCUIT COURT, KENOSHA, WI

UCC Filing - Continuation

Filing Date	08/17/2018
Filing Number	1876644645
Received Date	08/20/2018
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	2018 3692833
Received Date	07/10/2018
Collateral	Account(s) including proceeds and products - Assets including proceeds and products - Machinery including proceeds and products - Computer equipment including proceeds and products - and OTHERS
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/31/2018
Filing Number	52812503
Received Date	07/03/2018

Collateral	Assets including proceeds and products - General intangibles(s) including proceeds and products - Fixtures including proceeds and products - Equipment including proceeds and products
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	10/30/2017
Filing Number	2017 7164371
Received Date	12/01/2017
Collateral	Account(s) and proceeds - Leased Equipment and proceeds
Secured Party	MARLIN BUSINESS BANK, SALT LAKE CITY, UT
Debtors	TRANE U.S. INC., GREENVILLE, SC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/28/2017
Filing Number	2017 6463753
Received Date	11/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	2017 5876401
Received Date	10/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	52394102
Received Date	09/26/2017

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING &. CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	07/05/2017
Filing Number	170023207385
Received Date	07/18/2017
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Account(s) and proceeds - Contract rights and proceeds - and OTHERS
Secured Party	COMMERCE NATIONAL BANK., A BRANCH OF LUBBOCK NATIONAL BANK, LUBBOCK, TX
Debtors	PEARL HOUSTON MEDICAL CENTER LLC, HOUSTON, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744858
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744684
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	04/08/2014
Filing Number	1474064778
Received Date	04/25/2014
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	02/10/2014
Filing Number	147398867164
Received Date	02/28/2014
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - and OTHERS
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

SPECIAL EVENTS

Date	Event Description
02/24/2022	**The Chief Executive Officer is now Dave Regnery, CEO.**
02/17/2022	**Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.**

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S
00-134-4621

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
03/26/1929

Business Commenced On
1929

State of Incorporation
DELAWARE

Ownership
Not publicly traded

Mailing Address
PO Box 6820
PISCATAWAY, NJ, 08855, UNITED STATES

Telephone
+1 704 655 4000

Website
www.trane.com

Present Control Succeeded
1929

SIC
35850101

NAICS
333415

Employees
6,500

Age (Year Started)
93 Years(1929)

Named Principal
Dave Regnery, CEO

Line of Business
Mfg refrigeration/heating equipment



Street Address:
800-e Beaty St,
Davidson, NC, 28036,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2019-08-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TRANE U.S. INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	03/26/1929
Registration ID	255803
Registration Status	GOOD STANDING

Date Status Attained	03/02/2017
Filing Date	03/26/1929
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	251 LITTLE FALLS DRIVE, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

DAVE REGNERY, CEO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02/24/2022

The Delaware Secretary of State's business registrations file showed that Trane U.S. Inc. was registered as a Corporation on March 26, 1929, under the file registration number 255803. The name was changed from American Standard Inc. to Trane U.S. Inc. by charter amendment on November 8, 2007.

Business started 1929. 100% of capital stock is owned by the parent company.

All of its outstanding common stock is owned by Trane Inc (Formerly : American Standard Companies Inc, name changed in Nov 1994 from ASI Holding Corporation) that was formed in 1988 by Kelso & Company LP to effect the acquisition of American Standard Inc.

On June 5, 2008 Trane was acquired by Ingersoll-Rand for $10.1 billion.

RECENT EVENTS:.

On July 5, 2012, Mary Beth Martin, Productivity Manager for Americas Accounting, stated that Trane Comfort Solutions, Inc., Piscataway, NJ, has merged with and into Trane U.S., Inc., Piscataway, NJ, last July 1, 2012. With the merger, Trane Comfort Solutions, Inc. has ceased to exist as a legal entity, and all its branches would now operate as Trane U.S., Inc. locations. No further details are available.

DAVE REGNERY. July 2021-present active here.

According to a published report dated May 29, 2009, the Massachusetts Attorney General Martha Coakley's Office has reached an agreement with Trane U.S. Inc, of Piscataway, New Jersey, and its treasurer, David S Kuhl, for violating the Massachusetts Wage and Hour Laws.

As part of the settlement agreement, Trane and Kuhl will pay $38,000 in restitution to 15 employees who worked on numerous public projects in Massachusetts between Aug 2005 and May 2009. The company and Kuhl also agreed to pay a $10,000 fine to the Commonwealth for failing to pay the prevailing wage and failing to submit certified payroll records in violation of the law.

Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/24/2022

Business Information

Trade Names	(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ); TRANE

Business Information

Description	Subsidiary of TRANE INC., PISCATAWAY, NJ started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has seven other subsidiary(ies). Intercompany relations: service transactions on a ongoing and continuing basis. As noted this company is a subsidiary of Trane Inc., Piscataway, NJ. DUNS 19-144-4587 and reference is made to that report for background information on the parent company and its management. Manufactures air conditioning, refrigeration or heating equipment, specializing in air conditioning units, complete air conditioning equipment, air conditioning condensers or condensing units and heating equipment. Manufactures fans, blowers and air purification equipment, specializing in commercial or industrial ventilating fans. Manufactures environmental controls, specializing in air conditioning or refrigeration controls. Manufactures electric housewares and fans, specializing in room dehumidifiers. Terms are Net 30 and 60 days. Brands include Trane and American-Standard. Sells to building and construction industries. Territory : International.
Employees	6,500 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Facilities	Leases premises in a multi story steel building.
Location	Central business section on main street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
3585	Mfg refrigeration/heating equipment	-
35850101	Air conditioning units, complete: domestic or industrial	-
35850100	Air conditioning equipment, complete	-
35850401	Air conditioning condensers and condensing units	-
35850300	Heating equipment, complete	-
35640205	Ventilating fans: industrial or commercial	-
38220100	Air conditioning and refrigeration controls	-
36340303	Dehumidifiers, electric: room	-

NAICS Codes	NAICS Description
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing

NAICS Codes	NAICS Description
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
335210	Small Electrical Appliance Manufacturing

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Application - #FCLQQNBEK	Booked	10/09/2014
BRADY PARTS INC 9312227	ACCOUNT - #36032-0089	No Action Recommended	04/02/2015
TRANE PARTS CENTER OF ARKANSAS	ACCOUNT - #34065-0456	No Action Recommended	04/02/2015
DES MOINES TRANE	ACCOUNT - #72610-0456	No Action Recommended	04/02/2015
TRANE HVAC PARTS & SUPPLIES	ACCOUNT - #111753-0456	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0457	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0456	No Action Recommended	04/02/2015
TRANE COLUMBUS	Application - #FCH9AEC68	Declined	04/27/2015
Trane US Inc	Application - #FCPDFF88K	Declined	09/21/2015
TRANE COMPANY - WACO PLANT	ACCOUNT - #124380-0456	No Action Recommended	06/27/2016
Trane us inc	Application - #FCNDD8HCGY	Declined	12/13/2016
TRANE COMPANY - DIVISION OF INGERSOLL RAND	Application - #FCN8ALKD4Y	Declined	10/19/2017

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Snapshot D-U-N-S Number 00-134-4621	Saved	10/25/2017
MID MICHIGAN TRANE SERVICE CO	ACCOUNT - #106747-0456	No Action Recommended	08/18/2018
TAMPA BAY TRANE	Application - #FCN6H3XAEX	Declined	12/31/2018
TRANE - INGERSOLL RAND	Application - #FCNYWEL4PB	Approved	03/08/2019
trane technologies	Application - #FCCXAYDWTH	Approved	06/01/2021
TRANE U.S. INC.	Application - #FCC5QYV8NE	Approved	08/16/2021
Trane US Inc	Application - #FCCTPQVYPN	Approved	03/18/2022

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *
Kevin.Celestine@tranetechnologies.com

Sales Representatives

Credit Limit
0

Total Outstanding
0

Last Login : 05/02/2022 10:24:21 AM

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Appendix 3

Exhibit B – Administration Agreement, Example

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 8 day of July 2022 between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and **Trane U.S. Inc.** ("**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 2 percent (2%) ("**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:

Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

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.

TRANE U.S. INC.	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature
Greg Spencer	Sarah Vavra
Name	Name
Strategic Cooperative Program Leader	Sr. Vice President, Public Sector Contracting
Title	Title
July 8, 2022	
Date	Date

Appendix 4

Exhibit F – Federal Funds Certifications

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) 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 (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF 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: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number:

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address:
gsspencer@trane.com

Signature of Authorized Representative: _____ Date: **July 8, 2022**

Version April 12, 2022

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 bid, 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

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

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 CONTROLACT

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 and2 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 Trane U.S. Inc., 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

Greg **Spencer**

Name and Title of Contractor's Authorized Official

July 8, 2022

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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Trane U.S. Inc.

Address, City, State, and Zip Code: 800 Beaty Street, Davidson, NC, 28036-6924

Phone Number: 469-442-6055 Fax Number: _____

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address: gsspencer@trane.com

Signature of Authorized Representative: _____

Date: July 8, 2022

Appendix 5

Exhibit G, New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey 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 IFB. 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
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Trane U.S. Inc. New Jersey Branch

Organization Address: 19 Chapin Road Building B Suite 200, Pine Brook NJ 07058

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher Baker	Title:	Area General Manager Trane New Jersey
Signature:		Date:	7/18/22

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
County of Morris ss:

I, Christopher Baker (name of affiant) residing in Pine Brook (name of municipality)
in the County of Morris and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Area General Manager New Jersey (title or position) of the firm of Trane U.S. Inc. New Jersey Branch (name of firm)

_____ the bidder making this Proposal for the bid

entitled Racine County, RFB-RC2022-1001-0-2022/DM (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 Racine County (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 Trane U.S. Inc.

Subscribed and sworn to

before me this day

_____
Signature

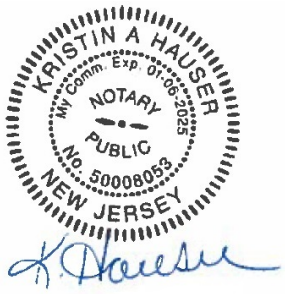
July 18th, 2022

Christopher Baker
(Type or print name of affiant under signature)

Morris County, NJ
Notary public of

My Commission expires 1/6/25

(Seal)



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Trane U.S. Inc. New Jersey Branch

Street: 19 Chapin Road, Building B Suite 200

City, State, Zip Code: Pine Brook, New Jersey 07058

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **Provided on the following page.**

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/18/22 — ***Date***

Christopher Baker, Area General Manager Trane New Jersey — ***Authorized Signature and Title***

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Trane U.S. Inc. New Jersey Branch		
Address:	19 Chapin Road, Building B Suite 200		
City:	Pine Brook	State: NJ	Zip: 07058

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*

Signature	Printed Name	Title
	Christopher Baker	Area General Manager Trane New Jersey

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County 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.

*It is the policy of Trane U.S. Inc. to comply with all laws of the U.S. and certain other countries that set strict limits on contributions by corporations to political parties and candidates. Trane U.S. Inc. chooses to focus corporate charitable contributions on non-political areas of interest. Trane U.S. Inc. and its subsidiaries do not support contributions to, nor does it sponsor employee involvement with, political organizations, candidates, public office holders, fraternal or labor organizations, or any cause that is inconsistent with the letter and spirit of the company's Code of Conduct and values. Employees may not make any direct or indirect political contribution or expenditure on behalf of Ingersoll Rand or any of its related companies, unless authorized in writing by Ingersoll Rand's Government and Public Affairs Office or the Ethics and Compliance Group.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18 day of July, 2022

(Notary Public)

My Commission expires:

KRISTIN A HAUSER NOTARY PUBLIC NEW JERSEY

K. Hauser

(Affiant)

Kristin Hauser, Contracting Project Administrator

(Print name & title of affiant)

(Corporate Seal)

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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: Racine County, RFB-RC2022-1001-0-2022/DM

VENDOR NAME: **Trane U.S. Inc. New Jersey Branch**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

07/19/2022
Date

Christopher Baker
Print Name and Title

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/

Provided on following page

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TRANE U.S. INC.
Trade Name:	
Address:	1 CENTENNIAL PLAZA PO BOX 6820 PISCATAWAY, NJ 08855-6820
Certificate Number:	0091327
Effective Date:	January 09, 1939
Date of Issuance:	July 14, 2015

For Office Use Only:

20150714091648948

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 **Provided on following page**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Christopher Baker Title: Area General Manager Trane New Jersey

Signature:  Date: 7/18/22

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK **NJ** **07058**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-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 #: RFB-RC2022-1001-0-2022/DM **VENDOR/BIDDER:** Trane U.S. Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature	Date: 7/18/22
Christopher Baker, Area General Manager Trane New Jersey	
Print Name and Title	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

800-E BEATY STREET

Requester's name and address (optional)

6 City, state, and ZIP code

DAVIDSON, NC 28036

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	5	–	0	9	0	0	4	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL OF THE INTERLOCAL AGREEMENT BETWEEN THE SOUTHEAST VOLUSIA COUNTY FIRE AGENCIES FOR FIRE RESCUE MUTUAL AID.

April 8, 2025

Background:

Those fire rescue and medical emergency agencies from the City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona, have a long-standing history of cooperation in providing emergency services to residents in the Southeast Volusia County community. The purpose of this Interlocal Agreement is to provide for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System established under the Prior Agreement, as well as identify other areas of cooperative efforts that would further enhance emergency services in Southeast Volusia County.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Shawn Vandemark - Fire Chief

Attachments:

Southeast Volusia Cooperative Agreement.docx

INTERLOCAL AGREEMENT BETWEEN THE SOUTHEAST VOLUSIA COUNTY FIRE AGENCIES FOR FIRE RESCUE MUTUAL AID

THIS INTERLOCAL AGREEMENT for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System in Southeast Volusia County is entered into between the Municipalities executing this Agreement, as defined herein (collectively, the "Parties").

WITNESSETH

WHEREAS, § 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, in 2004, the Parties entered into an interlocal agreement establishing an automatic aid via closest unit response system for fire rescue and emergency medical services to enhance public safety and emergency response in the southeastern region of Volusia County (the "Prior Agreement"); and

WHEREAS, since then, the Parties have successfully implemented and maintained the mutual aid services established under the Prior Agreement; and

WHEREAS, the Parties desire to continue the mutual aid services established under the Prior Agreement while expanding cooperative efforts to further enhance the quality and scope of essential public safety services provided to their respective communities; and

WHEREAS, the Parties agree that the continuation and expansion of these cooperative services are in the best interest of the public and will promote a coordinated response to life-threatening emergencies and an efficient use of resources.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by reference.

2. **Definitions.**

   2.1 "Automatic Aid" shall mean the automatic dispatch of, and response by, fire suppression units to an emergency within the identified service area, as identified in by the map, Attachment "A", without the initiation of a Mutual Aid request.

2.2 "Emergency Services" shall include, but not be limited to, fire suppression, emergency medical, hazardous material, and technical rescue. Other related emergency services not expressly identified in this Agreement may also be provided if mutually agreed upon by the Parties.

2.3 "Municipalities" shall mean the following municipal incorporations, each of which is organized under the laws of the State of Florida and is a signatory to this Agreement: City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona.

2.4 "Mutual Aid" shall mean assistance dispatched upon request by one Party to one or more other Parties, in which the lending Party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.5 "Southeast Volusia County" region shall mean the entire geographical land area within the political subdivisions of City of Daytona Beach Shores, the City of Edgewater, the City of New Smyrna Beach, the Town of Ponce Inlet, the City of Port Orange, and the City of South Daytona.

2.6 "Responding Party" shall mean the agency providing assistance to another agency that has declared an emergency incident.

2.7 "Receiving Party" shall mean the agency receiving assistance from another agency to mitigate an emergency incident.

3. **Background; Purpose.** Those fire rescue and medical emergency agencies from the City of Daytona Beach Shores, City of Edgewater, City of New Smyrna Beach, Town of Ponce Inlet, City of Port Orange, and City of South Daytona (hereafter referred to as the "Southeast Volusia Fire Agencies" or "SVFA"), have a long-standing history of cooperation in providing emergency services to residents in the Southeast Volusia County community. The purpose of this Interlocal Agreement (hereafter known as the "Agreement") is to provide for the continuation of the Fire Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System established under the Prior Agreement, as well as identify other areas of cooperative efforts that would further enhance emergency services in Southeast Volusia County.

4. **Effective Date.** This Agreement shall become effective upon approval and execution by the elected governing bodies of the Parties and filing with the Clerk of the Circuit Court in and for Volusia County, Florida. However, the failure of any individual Party to approve or execute this Agreement shall not affect its validity or enforceability among the Parties that have duly approved and executed it. The participating Parties acknowledge that this Agreement may be amended or supplemented in the future to include additional local government agencies upon their approval and execution.

5. **Term.** Upon proper execution and recordation as provided herein, this Agreement shall

remain in full force and effect for 5 years, unless terminated earlier as provided herein. At the end of this initial term, this Agreement may be renewed or extended by mutual written consent of the Parties wishing to continue participation. Any Party may choose to opt out of the renewal or extension, in which case the Agreement will remain in effect among the consenting Parties, subject to any necessary amendments or modifications. Any Party may withdraw from this Agreement as outlined in the termination provisions, without affecting its validity among the remaining participants.

6. **Acknowledgement.** The Parties acknowledge that the ability to fully comply with the provisions of this Agreement may vary due to the differences in organizational nature, authority, scope of service, and operational capability of each fire rescue and emergency medical service agency providing Emergency Services under this Agreement. As such, the Parties agree to provide such reciprocal assistance on a mutual-aid basis based on the availability of the providing Party's resources at the time. Further, each Party commits to making reasonable efforts to enhance their respective capacity and strive toward full compliance with the provisions of this Agreement in the future.

7. **Joint Operational Coordination.** The Parties agree to work collaboratively to coordinate the delivery of Emergency Services under this Agreement, including, but not limited to, the following:

   7.1 Cross-utilization of command staff for emergency incident management.

   7.2 Cross-utilization of administrative staff to coordinate and provide fire and EMS training.

   7.3 Cross-utilization of support staff to provide IT and other technical support.

   7.4 Cross-utilization of fire inspection and fire investigation resources.

   7.5 Coordination of EMS and fire equipment purchasing to ensure maximum purchasing power.

   7.6 Coordination of fire resource deployment within Southeast Volusia County to ensure maximum geographical coverage during periods of high call volume.

   7.7 Collaborative strategic planning for the future placement of apparatuses to maximize flexibility of available resources.

   7.8 Coordination of training activities to achieve maximum participation with minimal impact on overtime.

   7.9 Coordination in the development of emergency operational guidelines to maximize the effectiveness, efficiency, and consistency of regional service delivery.

8. **Automatic Aid.**

   8.1 To provide the highest level of protection possible within the defined response area the

Parties agree to provide Automatic Aid in a closest unit response mode for all emergency fire and EMS-related incidents. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, ladder truck, tower, squad or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue and other support vehicles units will be the closest units of appropriate type to provide the configuration for the mitigation of emergency incidents regardless of jurisdiction and will be dispatched in accordance with established Fire and EMS protocols as agreed to by the Fire Chiefs and as otherwise required by law. It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred. Mitigation of the incident shall include closest unit response necessary to provide support to the jurisdictions responding to the emergency incident. Automatic Aid shall be the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to jurisdictional boundaries. The Parties agree that Automatic Aid responses will apply exclusively to emergency fire and EMS-related incidents. All emergency incidents that are not classified as emergency fire or EMS-related will be classified as Mutual Aid requests.

8.2 The Parties shall establish and maintain predefined unit response assignments for Automatic Aid emergency events through a collaborative process led by the fire chiefs or their designees. This process shall include:

1. Assessment and Development – The fire chiefs shall evaluate response areas, resource availability, and incident types to develop appropriate unit response assignments.
2. Dispatch Coordination – The assignments shall be integrated with dispatch systems to ensure efficient deployment of resources.
3. Review and Agreement – The fire chiefs shall review and mutually agree upon the assignments, documenting them in the Automatic Aid operational procedures.
4. Ongoing Evaluation – Response assignments shall be reviewed at least every three (3) years or as needed based on operational changes, with updates made by mutual agreement.

Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the respective fire chiefs of the Parties, and as may be otherwise required by law.

8.3 Each Party to this Agreement shall retain primary responsibility for determining the most appropriate response resources utilized within its respective jurisdiction; however,

the Parties acknowledge the desirability for standardization for common incident types is desirable.

8.4 Requests for Automatic Aid may be made by telephone, radio, or via a computer network. Records, reports, and other relevant information pertaining to Automatic Aid incidents will be maintained by the Volusia County Emergency Operations and Sheriff's Communications Center ("Center") in accordance with the Center's established policies and procedures. Lawful access to such records, reports, and information by the appropriate Party shall be upon request in accordance with the Center's established policies and procedures, or as otherwise provided by law.

8.5 The Parties understand and agree that the Incident Command System ("ICS"), as defined by the National Incident Management System ("NIMS"), is the framework for controlling and managing Automatic Aid incidents within a given jurisdiction. The first arriving officer on scene, regardless of jurisdiction, shall be in charge of the incident and responsible for tactical coordination of all personnel and equipment used to control an active incident, until command is transferred to an appropriate command officer.

8.6 The Parties agree to collaboratively participate in the development, implementation, and ongoing evaluation of Automatic Aid operational policies and procedures. These policies and procedures shall comprehensively address, but are not limited to, dispatch procedures, communications, apparatus response, tactical operations, medical control, EMS protocols, incident command, and incident reporting.

Each Party shall maintain copies of all current and updated operational policies and procedures, ensuring they are readily accessible to command staff, emergency personnel, and dispatch centers. Additionally, the Parties shall ensure that all relevant personnel receive appropriate training and updates regarding any modifications to these procedures.

These operational policies and procedures shall be formally reviewed no less than every three (3) years by the respective fire chiefs of the Parties, or their designees. This review process shall assess the effectiveness of existing procedures, identify areas for improvement, and incorporate lessons learned from joint operations and evolving best practices. Any necessary updates or revisions shall be mutually agreed upon and documented, with revised policies distributed to all affected personnel in a timely manner.

9. Reimbursement.

9.1 All costs associated with providing aid as contemplated under this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement or any other written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to

payment for fire protection and emergency medical services shall remain in effect.

9.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether said persons provided any services to any other Party under this this Agreement.

9.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

9.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines, if applicable. The requesting Party shall receive, upon request, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("ePHI") except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), each as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.

9.5 In the event of minor discrepancies in cost under this Agreement, the Parties agree to make reasonable efforts to resolve such differences through "in-kind reimbursement." The process for determining the form and timing of in-kind reimbursement shall involve a mutual agreement process, which includes:

1. **Notification** – The Party identifying the discrepancy shall notify the other Party in writing, providing a clear explanation of the cost variance and any supporting documentation.
2. **Review and Discussion** – Both Parties shall review the discrepancy and engage in a discussion to assess the nature and extent of the difference, considering operational impacts and equitable resolution options.
3. **Proposal of In-Kind Reimbursement** – Each Party shall have the opportunity to propose a form of in-kind reimbursement that is appropriate and proportionate to the discrepancy, ensuring the exchange maintains the spirit of fairness and operational feasibility.
4. **Mutual Agreement** – The Parties shall negotiate in good faith to reach a mutual agreement on the in-kind reimbursement, documenting the agreed-upon terms, including the specific services, goods, or other forms of compensation to be provided, along with the timeline for fulfillment.

Implementation and Confirmation – The agreed-upon in-kind reimbursement shall be implemented within the established timeframe, with both Parties confirming in writing once the resolution has been completed to mutual satisfaction.

10. Indemnity.

10.1 To the extent permitted and as limited by § 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney's fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

10.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

10.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

10.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers' compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

10.5 Nothing herein shall be construed as a waiver of either party's sovereign immunity under § 768.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars ($200,000.00) for any single claim and Three Hundred Thousand Dollars ($300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. This provision shall survive the natural expiration or earlier termination of this Agreement.

11. Modification. This Agreement may be amended only by a written instrument. Any proposed amendment, modification, or change to this Agreement must be distributed in writing to all Parties for review. Approval must be documented and signed by the authorized representatives of each Party. Modifications shall be considered effective only upon the full consent of all Parties to this Agreement.

12. **Termination.** Any Party may terminate participation in this Agreement by providing written notice of withdrawal to all other Parties hereto. The notice shall be provided at least ninety (90) days prior to the effective date of withdrawal and state the reason for withdrawal.

13. **Assignment.** No Party hereto shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of all Parties to this Agreement.

14. **Third-Party Beneficiaries.** The Parties expressly acknowledge and agree that this Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights, benefits, or causes of action in any third parties. No person or entity other than the Parties to this Agreement shall have any legal or equitable right, remedy, or claim under this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior discussions, agreements, or understandings, whether oral or written.

16. **Amendment; Assignment.** This Agreement may be amended only by a written instrument signed by authorized representatives of all parties. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

17. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were omitted, and all other provisions will remain in full force and effect.

18. **Waiver.** No failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

19. **Dispute Resolution.** If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Fla. Stat. §§ 164.l01-164.1061. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Volusia County, Florida.

20. **Governing Law; Severability.** Notwithstanding any conflict of laws, this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or

invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates written below.

CITY OF DAYTONA BEACH SHORES

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

CITY OF EDGEWATER

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

CITY OF NEW SMYRNA BEACH

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

THE TOWN OF PONCE INLET

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

THE CITY OF PORT ORANGE

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

THE CITY OF SOUTH DAYTONA

_____ _____

[Name, Title] Date

ATTEST:

_____

[Name], City Clerk

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE LAGOONIGAN FISHING TOURNAMENT AFTER PARTY AT THE MARINE DISCOVERY CENTER, TO BE HELD ON SATURDAY JUNE 14, 2025.

April 8, 2025

Background:

The Bajio Sunglasses Company requests approval to present the 2025 Lagoonigan fishing tournament after party at the Marine Discovery Center, to be held on Saturday June 14, 2025. The event will start at 6pm and end at 9pm, with final breakdown completed no later than 10pm. The event will be held on the grounds of the Marine Discovery Center at 520 Barracuda Blvd. There will be no admission fee; fees will be collected pre-event, with an anticipated 150 attendees. The Life on Mars live band will be performing. The live band will perform starting at 6pm until 9pm with their own sound equipment. The event will have Bajio Sunglasses as the title event sponsor. Alcohol sales will be provided by J and T Bartending. All alcohol sales will be conducted within a designated and controlled fenced area. The event will not require the closure of any sidewalks or roads around the event area. Security for the event is TBD.

Findings:

Staff recommends the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday June 14, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $305.24

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Lagoonigan Afterparty at MDC on June 14, 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: The Lagoonigan at MDC

Event Date: June 14, 2025

Contact Information: Declan Rogers 240-380-7276

Brief Event Description: After party for fishing tournament at MDC

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/4/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/4/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/4/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/4/25
Sgt. Will Helms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/4/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/4/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Mayor LS

DBPR Alcohol Sign off required by Planning Dept

Building Dept- Apply for mayor Event at Cityofnsb.com

PD- Will need 1 officer request Via OFF Duty Management

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 3-11-25

Road Closures:

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: The Lagoonigan

1.2 Name of Producer and/or Promoter: Bajío Sunglasses

1.3 Type of Organization ☐ Non-Profit ■ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Declan Rogers

1.5 Address: 1674 Tionia Rd

City: New Smyrna State: FL Zip Code: 32168

1.6 Work Phone: 2403807276 Home Phone: _____ Fax: _____

Email: declan@bajiosunglasses.com Website: _____

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ■ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: Fishing tournament after party at the Marine Discovery Center from 6

3.2 Location of Event: The Marine Discovery Center

3.3 Description of Event: Fishing Tournament Afterparty

3.4 Site Plans are required and must include:

☒ Pedestrian Access ☒ Parking and Vehicular Access ☒ Location of Port-o-Lets (if any) ☒ Dumpsters and/ or Trash Cans ☒ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☐ Tents ☐ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☒ No

Will an admission fee be charged prior to the event? ☒ Yes ☐ No

Will fees be collected on-site before/ during event? ☐ Yes ☒ No

3.7 Event time: Date: June 14 Start: 6pm a.m./ p.m. End: 9pm a.m./ p.m.

Set-up: Date: June 14 Start 3pm a.m./ p.m. End: _____ a.m./ p.m.

Breakdown: Date: June 14 Start: 10pm a.m./ p.m. End _____ a.m./ p.m.

Rain date: Date: _____ Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?
NA Anticipated number of attendees: 150+

3.8 Have you held this event in the City of New Smyrna Beach previously? ☐ Yes ☐ No

If yes, previous date(s): _____ Location(s): _____

Have you held this event in another City? ☒ No ☐ Yes If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☒ Yes ☐ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ☒ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ■ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ■ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.
We will have live music from the band "Life on Mars".

4.2 Will you be using a sound system? ■ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Marine Discovery Center Type of System: _____

4.4 Sound Time: Start: 6pm a.m./ p.m. End: 9pm a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☐ Yes ■ No If yes, please describe the types of games and/or rides _____

4.6 Name of Contractor: _____

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: _____ Policy Number: _____

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ■ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date: _____ Start: _____ a.m./p.m. End: _____ a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: _____ Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ■ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ■ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? Less than 3.

7.3 Type of vending (including number of each):

☐ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

■ Other (describe)Sunglasses

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ■ Yes ☐ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

Bajío Sunglasses is the title sponsor.

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

■ Yes ☐ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: jandtbartending

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ■ For-Profit ☐ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? ■ Local ☐ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☐ Newspaper ☐ Radio ☐ Television ■ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: _____

11 **SIGNS:**

11.1 Will you be using signs at your event? ■ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? Small banners with sponsor logos

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ■ No ☐ Yes, complete below.

☐ Stages ☐ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☐ Barricades ☐ Cones ☐ Other _____

12.2 How many tents exceeding 120 square feet or greater? _____

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. _____

_____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☐ Yes ■ No

13.2 Will there be any road closures? ■ No ☐ Yes, Road Name:_____

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☐Yes ■No

13.5 Will the event have on-site parking? ■ Yes ☐ No

13.6 Will the event require off-site parking? ☐ Yes ■ No

13.7 Will a shuttle be used to transport people to the off-site parking area?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? None

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? No plans as of yet.

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

Printed Name: Declan Rogers

Date: 02/12/2 Title of Applicant: Mr. Affiliation: Director

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Declan Rogers	2403807276	

CITY OF NEW SMYRNA BEACH
FACILITY USE AGREEMENT

210 SAMS AVENUE, NEW SMYRNA BEACH FL 32168 * PHONE – 386-410-2890 / FAX – 386-424-2288

CALL 386-424-2000 FOR ANY EMERGENCIES AFTER HOURS

1. Name of Applicant:_____ Today's Date _____
2. Facility Requested:_____ Room: _____
3. Organization:_____ Sales Tax Exempt I.D. – *Attach Certificate please
4. Phone: (Day)_____ (Evening) _____
5. E-mail Address:_____ Mailing Address _____
6. City/State/Zip: _____
7. Type of Event:_____ Estimated Attendance: _____

A. Will you be Serving Food and/or Beverage_____ B. Will you Be Serving Alcohol: *$100 fee will be added

8. Date of Event: _____ Day of Week: _____
9. Hours of Event:_____AM/PM to_____AM/PM **(Must include set-up and clean-up time)**

>>PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED<<

FEE SCHEDULE:

Rental Fee: $_____per hour X_____= $_____

$_____per hour X_____= $_____

*Setup and/or Alcohol Fee: $100 ea. = $_____

*Sales Tax at 6.5 % $_____

TOTAL RENT: $_____

Booked:_____ Damage Deposit: $ 100.00

Date Rental Paid:_____ TOTAL $_____

BALANCE DUE: $_____

Key Given:_____Key Returned: _____

Date Damage Deposit Processed for Refund _____

APPROVALS:

Leisure Services Director _____

*Sales Tax Exempt Certificate received _____

Date Rcvd:_____/_____/_____Check # _____

Cash_____CCard_____Receipt# _____

SMOKING IS NOT PERMITTED AT THIS FACILITY

Deposit paid by: _____

Address: _____

COMMENTS:

It is understood that the organization will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage will be reported to the Leisure Services Department immediately. It is also understood that the organization is responsible for payment of all scheduled dates in advance. The Leisure Services Department must be notified in advance of all cancellations; otherwise, the organization shall be responsible for the rental fee. Any rental fee balance MUST BE PAID AT LEAST 5 BUSINESS DAYS prior to rental date.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and refund policy given to me at the time of this contract.

_____ _____

Group/Organization Representative or Individual Date

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name _____

Event Date_____Dates Requested_____

Organization_____

Contact Name _____

Email Address _____

Contact Phone/Day_____Evening _____

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name_____Date _____

Signature _____

BUILDING PERMIT APPLICATION

☐ Residential 1 and 2 Units (Single Family/Duplex) ☐ Residential 3 or more Units (Multi-family) ☐ Commercial

JOB LOCATION

Parcel/Folio: _____

Job Address: _____ FEMA: BFE: _____ Flood Zone: _____

Owner's Name: _____ Owner's Address: _____

Owner's Phone No: _____ Owner's E-Mail: _____

CONTRACTOR INFORMATION

☐ Contractor ☐ Design Professional ☐ Owner/Builder

License # State Cert/Reg # _____ Qualifier: _____

Company Name: _____ Address: _____

Contractor's Phone: _____ Fax: _____ E-Mail: _____

TYPE OF BUILDING PERMIT

- ☐ Alteration
- ☐ Demolition
- ☐ Door/Window
- ☐ New Construction
- ☐ Addition
- ☐ Fence
- ☐ Tree
- ☐ Pavers
- ☐ Sign
- ☐ Shed
- ☐ Screen Eng.
- ☐ Electrical
- ☐ Plumbing
- ☐ Gas
- ☐ Mechanical
- ☐ Re-roof
- ☐ Solar
- ☐ Pool
- ☐ Shutters
- ☐ Marine
- ☐ Driveway & Patio
- ☐ Miscellaneous _____

TYPE OF FIRE PERMIT

- ☐ Fire Alarm
- ☐ Fire Pumps
- ☐ Fire Sprinkler System
- ☐ Fossil Fuel Storage System
- ☐ Hoods
- ☐ Suppression
- ☐ Spray Booths
- ☐ Tents
- ☐ Underground Fire Line
- ☐ Standpipes

CONSTRUCTION TYPES

- ☐ Non-sprinkler ☐ Sprinkler
- ☐ IA
- ☐ IB
- ☐ IIA
- ☐ IIB
- ☐ IIIA
- ☐ IIIB
- ☐ IVA
- ☐ IVB
- ☐ VA
- ☐ VB

PROJECT INFORMATION

Description of Work: _____

_____

_____

_____

Project Name: _____ Declared Value: _____

NEW & ALTERATION WORK AREA – SQ.FT.

Residential: Living: _____ **Non-Living:** _____

TOTAL SQ. FT. _____

Commercial: Interior: _____ Exterior: _____

TOTAL SQ. FT. _____

SUBCONTRACTORS

	LICENSE #	BUSINESS NAME	LICENSE HOLDER NAME
ELECTRICAL			
MECHANICAL			
PLUMBING			
ROOFING			
SPECIALITY			

NOTICE: UNDER PENALTY OF PERJURY, THE CONTRACTOR IS DECLARING THAT ALL THE INFORMATION CONTAINED IN THIS BUILDING PERMIT APPLICATION IS TRUE AND CORRECT.

SIGN INFORMATION

Describe Type and Size(s) Proposed: _____

_____

_____

Linear Front Footage of Building: _____ Distance from Front Property Line: _____ Total Area of Existing On-Site Sign(s): _____

Total Area of Existing Off-Site Sign(s): _____ Total Area of Proposed Sign(s): _____

DEMOLITION INFORMATION	By executing your signature below, you verify that the utilities have been disconnected from the referenced structure	
	UTILITY COMMISSION - SEWER DIVISION:_____	DATE: _____
	WATER DIVISION:_____	DATE: _____
	ELECTRIC DIVISION:_____	DATE: _____
	GAS COMPANY: FLORIDA PUBLIC SERVICE:_____	DATE: _____

REQUIRED ACCESS FOR INSPECTIONS NOTICE:
Issuance of this building permit automatically conveys to the City of New Smyrna Beach, and/or its authorized agents, the authority to enter the premises at reasonable hours for the purposes of inspecting the project for adherence to the terms of the permit, until such time as the project is complete **AND** the final inspections are approved.

NOTICE OF COMMENCEMENT INFORMATION:
If the cost of the proposed work has a value of $2,500 or more ($7,500 for HVAC) a Notice of Commencement must be recorded with the Volusia County Clerk of Courts. A copy of the recorded Notice of Commencement must be posted on the job site prior to receiving an inspection.

WARNING TO OWNER: ***YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT***

OWNER'S AFFIDAVIT
OWNER/BUILDER USE ONLY

I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH LL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

Florida Statutes, 489.103(7):
State law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor with certain restrictions even though you do not lane a license. You must provide direct, onsite supervision of the construction yourself. You may build or improve a one-family or two-family residence or a farm building. You may also build or improve a commercial building, provided your costs do not exceed $25,000. The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved yourself within 1 year after construction is complete, the law will presume that you built or substantially improved it for sale or lease, which is a violation of this exemption. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that people employed by you have licensed required by state law and by county or municipal licensing ordinances. You may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you, which means that you must deduct F.I.C.A. and withholding tax and provide workers' compensation for that employee, all as prescribed by law. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

_____ _____
Signature: OWNER/BUILDER DATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____
Notary Public

CONTRACTOR/AGENT/OWNER AFFIDAVIT

The undersigned states and affirms that he/she is the owner of the property or has been authorized to act by the owner under the legal description of property to be used for the proposed construction as described, and that, if the owner, the building is for his/her own use and occupancy and is not being built or offered for sale or lease.

Contractor/Agent Signature: _____ Print Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____ Notary Public

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

New Smyrna Beach Fire Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: _____

Name of Requester:_____ **Phone #:**_____
Email: _____

Business Address: _____

Billing Address (If different than business address):_____
Type of Event: _____

Number of **Units Required to be determined by the Fire Department during Special Event application meeting.**

_____**Unit(s)** ____**Personnel**

Exact location of Event: _____
Date(s): _____
Time(s):_____

Contact Person at Event:_____ **Phone:** _____
Emergency Phone Number: _____

Payment Rate: $50.00 **per hour, per person, with a 4-hour minimum per person. Cancellation must be made orally or in writing to the following person: Ken Gaines at 386-402-0200 or Fire Administration at 386 402-8125. Customers will be billed by the Finance Department following the event. A twenty-four (24) hour advance notice is required to cancel this request or the customer will be billed the four (4) hour minimum per personnel requested.**

Rates are subject to change at the discretion of the New Smyrna Beach Fire Department.

I have read this Special Detail Contract and shall abide by its terms. I request the special detail unit(s) as described above. *(Electronic signature acceptable)*

_____**This** _____**Day of** _____ **20**_____,
(Signature)

_____
(Title)

Accepted by the City of New Smyrna Beach: _____ **Date:** _____

If You Prefer, Fax Signed & Completed Form to (386) 402-8126

02/14/2019

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

General Terms

1. The customer shall not assign or otherwise transfer this agreement or any right or obligation herein without the prior written consent of the City. The customer shall indemnify, to the extent permitted by law, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injury, claim, cause of action, or liability of any kind whatsoever resulting from or arising out of the actions or omissions of the customer.

2. The provision of Fire Department Units under this contract are subject to availability of extra duty personnel. The City shall not be liable for failure to provide services under this contract.

3. No amendment or modification of this contract shall be valid unless in writing and signed by the parties hereto. However, the City may, in its sole discretion, reduce or increase the level of service upon the oral request of the person who has signed this contract on behalf of the customer, or at the discretion of a Fire Department supervisor as deemed necessary to provide for operational readiness or protect public safety.

4. Payment for services rendered under this agreement shall be by monthly billing through the Finance Department and shall be due on receipt of billing unless otherwise prepaid under this contract. The Finance Department shall have sole discretion in requiring prepayment of special detail services. In the event the customer fails to pay within two weeks of the billing date, the City may immediately terminate this agreement and cancel any further special details scheduled for the customer.

5. This agreement is subject to the following City regulations (available from the New Smyrna Beach Fire Department):

   A. The rules, regulations, policies and procedures of the New Smyrna Beach Fire Department. All as may be amended from time to time.

6. The customer understands and agrees that Fire/Medical Stand-by Units constitute a mobile auxiliary resource and may be recalled from extra duty activities to respond to city needs in accordance with the above-referenced City regulations. In the event the unit(s) are recalled, the customer shall not be liable for payment of fees for the time that Unit(s) are absent.

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: _____

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevention Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

_____

_____

_____

_____

_____

_____ _____
Applicant Print and Sign Date

_____ _____
Fire Chief/Designee Date

whelms@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: _____

Name of Requester:_____ **Phone #:**_____
Email: _____

Business Address: _____

Billing Address (If different than business address):_____
Type of Event: _____

Type of Service Requested, i.e. (Traffic Control, Security) explain:

_____

_____

Number of Officers Requested: (subject to change per PD recommendation) _____

Exact location of Event: _____
Date(s): _____
Time(s):_____
_ Contact Person at Event:_____ **Phone:** _____
Emergency Phone Number: _____

Payment Rate: $70.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $70.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt. William Helms at 386-424-2297 or the Administrative Office at 386-424-2234. Customers will be billed the next business day following the event. An eight (8) hour advance notice is required to cancel this request, or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. *(Electronic signature acceptable)*

_____**This** _____**Day of** _____ **20**_____,
(Signature)

_____

(Title)

Accepted by the City of New Smyrna Beach: _____ **Date:** _____

If You Prefer, Fax Signed & Completed Form to (386) 424-2259

whelms@cityofnsb.com

General Terms

1. The customer shall not assign or otherwise transfer this agreement or any right or obligation herein without the prior written consent of the City. The customer shall indemnify, to the extent permitted by law, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injury, claim, cause of action, or liability of any kind whatsoever resulting from or arising out of the actions or omissions of the customer.

2. The provision of police officers under this contract is subject to availability of extra duty officers. The City shall not be liable for failure to provide services under this contract.

3. No amendment or modification of this contract shall be valid unless in writing signed by the parties hereto. However, the City may in its sole discretion, reduce or increase the level of service upon the oral request of the person who has signed this contract on behalf of the customer, or at the discretion of a police supervisor as deemed necessary to keep the peace, restore order, or protect public safety.

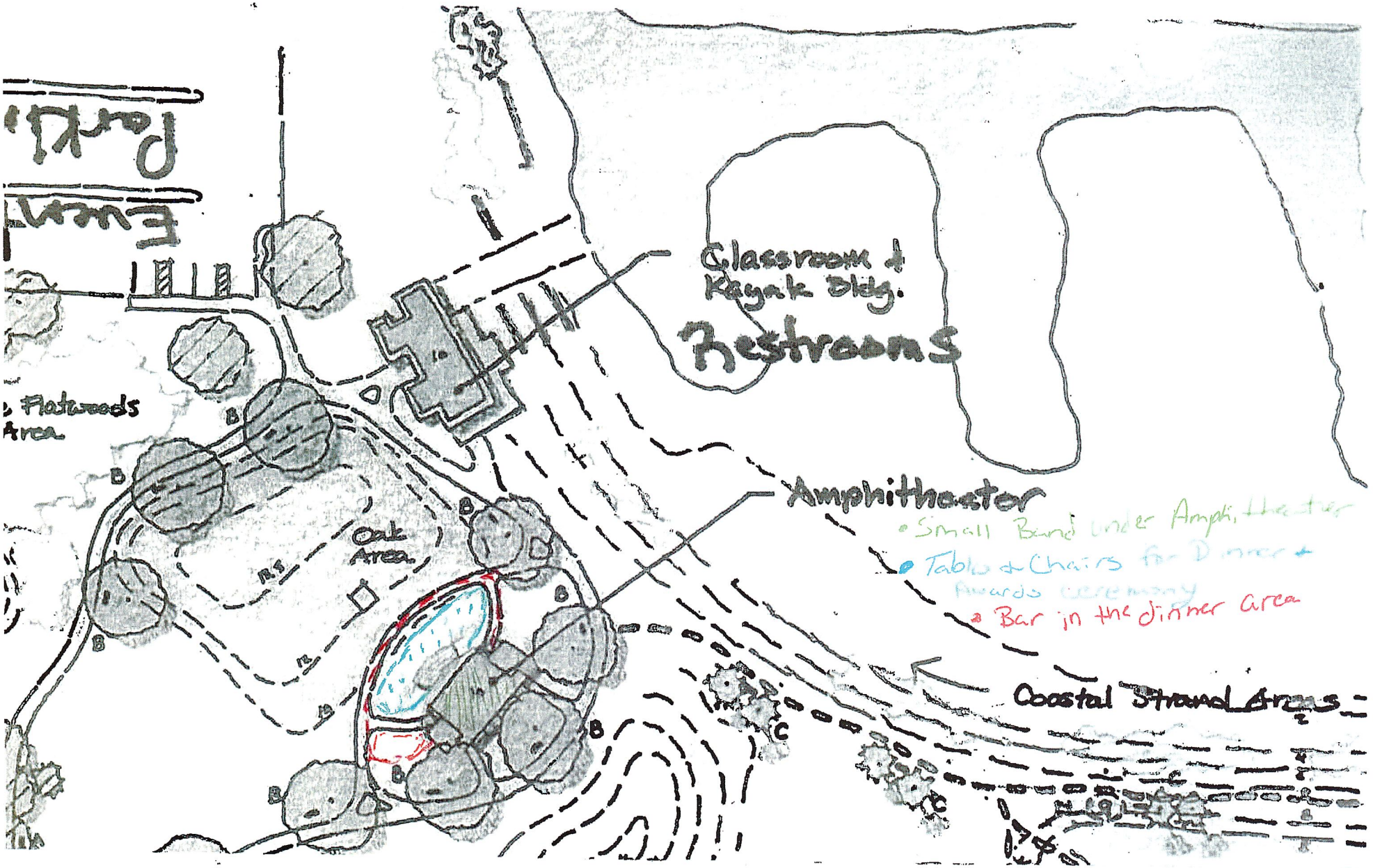
4. Payment for services rendered under this agreement shall be by monthly billing through the Finance Department and shall be due on receipt of billing unless otherwise prepaid under this contract. The Finance Department shall have sole discretion in requiring prepayment of special detail services. In the event the customer fails to pay within two weeks of the billing date, the City may immediately terminate this agreement and cancel any further special details scheduled for the customer.

5. This agreement is subject to the following City regulations (available from the New Smyrna Beach Police Department):

   A. The rules, regulations, policies and procedures of the New Smyrna Beach Police Department Directives Manual pertaining to Extra Duty Activities.

All as may be amended from time to time.

6. The customer understands and agrees that extra duty officers constitute a mobile auxiliary police force and may be recalled from extra duty activities to respond to city needs in accord with the above-referenced City regulations. In the event the officers are recalled, the customer shall not be liable for payment of fees for the time that officers are absent.


Classroom & Kayak Dkg.
Restrooms
Amphitheater
• Small Band under Amphitheater
• Table & Chairs for Dinner & Awards Ceremony
• Bar in the dinner area
Coastal Strand Area
Oak Area
Flatwoods Area
B
C

Salazar, Robert

From: Helms, William
Sent: Tuesday, February 25, 2025 1:55 PM
To: Salazar, Robert
Cc: Fitzgerald, Michelle
Subject: FW: Lagoonigan Event - New Smyrna
Attachments: Event Application - Lagoonigan.pdf; SKM_C250i25021909280.pdf

Thank you,

Sergeant William Helms #1572
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2297
Whelms@cityofnsb.com
www.cityofnsb.com

From: Declan Rogers <declan@bajiosunglasses.com>
Sent: Tuesday, February 25, 2025 12:49 PM
To: Helms, William <whelms@cityofnsb.com>
Cc: Giovanna Foster <giovanna@bajiosunglasses.com>
Subject: Lagoonigan Event - New Smyrna

CAUTION: EXTERNAL EMAIL

City of NSB,

We are planning on hosting the afterparty for our fishing tournament at the Marine Discovery Center on June 14th. I've attached an application and event map for your consideration. Please let me know if you need anything else or have any questions.

Thank you, Declan

Declan Rogers

Marketing Manager

Mobile 240-380-7276

www.BajioSunglasses.com

Declan@BajioSunglasses.com

Book time to meet with me

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE NSB SHRIMP & SEAFOOD FOOD FESTIVAL 2025, TO BE HELD ON THURSDAY AUGUST 7, 2025.

April 8, 2025

Background:

The FABA Hospitality Group requests approval to present their 2025 New Smyrna Beach Shrimp & Seafood Food Festival to be held on Thursday August 7, 2025 starting at 5pm and ending at 8pm. The festival will be held on Flagler Avenue between N. Atlantic Avenue and Pine Street, which will be closed to vehicle traffic. The intersection of Pine Street at Flagler Avenue will remain open to traffic, with barricades at the Eastern perimeter. Set up for the festival will start at 3pm with the closure of Flagler Avenue from N Atlantic Avenue westbound to Pine Street. Festival breakdown will be complete, and Flagler Avenue will be reopened to traffic by 10pm. This event has been held annually in NSB. There will be no admission charge to the festival, with an anticipated 1,000 attendees. The festival does not allow the sale or consumption of alcoholic beverages on Flagler Avenue or on any City Right of Way. There will be music provided by individual retailers along Flagler Avenue, between 5pm and 10pm. The Fire Department will inspect all food vendors. The festival will have 10'x10' tents aligned on Flagler Avenue, between N. Atlantic Avenue and Pine Street. Security for the event will be provided by NSB Police Department officers. The Fire Department will inspect all food vendors for fire safety.

Findings:

Staff recommends approval of the NSB Shrimp & Seafood Food Festival 2025, to be held on Thursday August 7, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

NSB Shrimp & Seafood Festival on Aug 7 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: NSB Shrimp + Seafood Festival

Event Date: August 7, 2025

Contact Information: Elaine Stathakis - FABA

Brief Event Description: Seafood Festival on Flagler Ave.

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/20/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/18/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/18/25
Sgt. Willie Helms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/18/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Dept. - Major Event permit Required.
FIRE DEPT. - MUST MAINTAIN A MINIMUM 10' CLEAR AISLE DOWN FLAGLER AVE.
PD - Event has already requested two officers

Banner Request: Yes [✓] No [ ] **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Flagler Ave N. Atlantic to Pine

City Commission Approval Required? Yes [✓] No [ ] **City Event?** Yes [ ] No [✓]

Special Event Application

Form Submission ID: 20530569
Submission Date/Time: 03/06/2025 at 12:19 pm
Form Status: New
Patron Email Address: fjdmarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

NSB Shrimp & Seafood Festival

Name of Producer and/or Promoter

FABA Hospitality Group

8/7/25

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

FL

Zip Code

0

Work Phone

(386)871-5558

Home Phone

(386)871-4540

Fax

na

Special Event Application

Website

partyonflagler.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue, New Smyrna Beach, FL 32169

EVENT INFORMATION:

Date(s) Requested

8/7/2025

Location of Event

Flagler Avenue - N. Atlantic to Pine Streets

Description of Event

Seafood Festival

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

08/07/2025

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

08:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

08/07/2025

How will the general public be notified about a cancellation/ postponement of the event?

N/A

Anticipated number of attendees?

1000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

2017 to 2024

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

()-

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Community groups and artisans

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

We anticipate sponsors but none are secured at this time

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

Any tents will be 10x10 popup

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from N. Atlantic to Pine Street

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

NSB PD

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

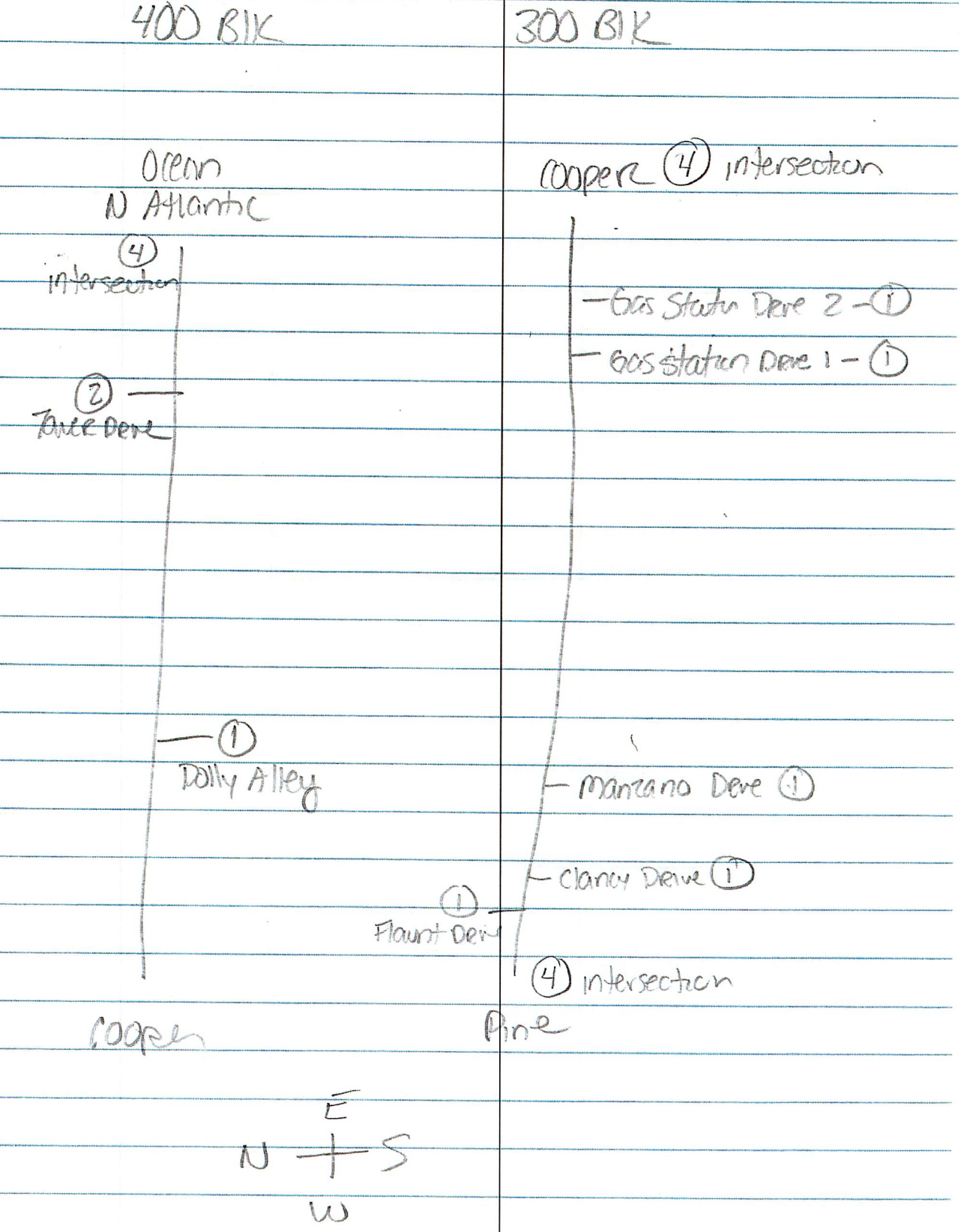
Elaine Stathakis

Date:

03/06/2025

Seafood Festival Site Map

Saw horse placement = 20 total



City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name NSB Shrimp & Seafood Festival

Event Date 08/07/2025 Dates Requested 07/31-08/07/2025

Organization FABA Hospitality Group

Contact Name Frank DeMarchi

Email Address fjdemarchi@hotmail.com

Contact Phone/Day 386-871-5558 Evening same

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Elaine Stathakis Date 3/6/2025

Signature Elaine Stathakis

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE NEW SMYRNA BEACH FOOD FESTIVAL 2025, TO BE HELD ON THURSDAY APRIL 17, 2025.

April 8, 2025

Background:

The Flagler Avenue Business Association Hospitality Group (FABA) is requesting approval to hold their 2025 New Smyrna Beach Food Festival on Thursday, April 17, 2025. The event will start at 5:00 pm and end at 8:00 pm, with a set up time from 3:00 pm to 5:00 pm and a breakdown from 8:00 pm to 10:00 pm. FABA is requesting the closure of Flagler Avenue from N. Atlantic Avenue westbound to the eastern intersection perimeter of Pine Street. The festival does not allow the sale or consumption of alcoholic beverages on Flagler Avenue or in any City Right of Way. The Fire Department will inspect all food vendors. The event will have ten 10x10 tents on Flagler Avenue. Security for the event will be provided by the NSB Police Department.

Findings:

Staff recommends the approval of the 2025 New Smyrna Beach Food Festival, to be held on Thursday April 17, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

NSB Food Festival on April 17 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: NSB Food Festival

Event Date: April 17, 2025

Contact Information: Elaine Stathakis - FABA

Brief Event Description: Food Festival on Flagler Ave hosted by FABA

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/20/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/18/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/18/25
Sgt. Willie Helms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/18/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Department - major Event permit Required.
FD - MUST MAINTAIN A MINIMUM 10' CLEAR AISLE DOWN FLAGLER AVE.
PD - Need to do an online request for 2 officers - DONE

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Flagler Ave. from N. Atlantic to Pine

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 20530252
Submission Date/Time: 03/06/2025 at 12:06 pm
Form Status: New
Patron Email Address: fjdmarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

NSB Food Festival

Name of Producer and/or Promoter

FABA Hospitality Group

4/17/25

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

FL

Zip Code

32169

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

na

Special Event Application

Website

partyonflagler.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue, New Smyrna Beach, FL 32169

EVENT INFORMATION:

Date(s) Requested

04/17/2025

Location of Event

Flagler Avenue - N. Atlantic to Pine Streets

Description of Event

Food Festival

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

04/17/2025

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

08:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

04/17/2025

How will the general public be notified about a cancellation/ postponement of the event?

N/A

Anticipated number of attendees?

1000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

2018 to 2024

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Community Groups and Artisans

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

We anticipate sponsors but non are secured at this time.

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

Any tents will be 10x10 popup tents

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from N. Atlantic to Pine Street

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

NSB PD

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

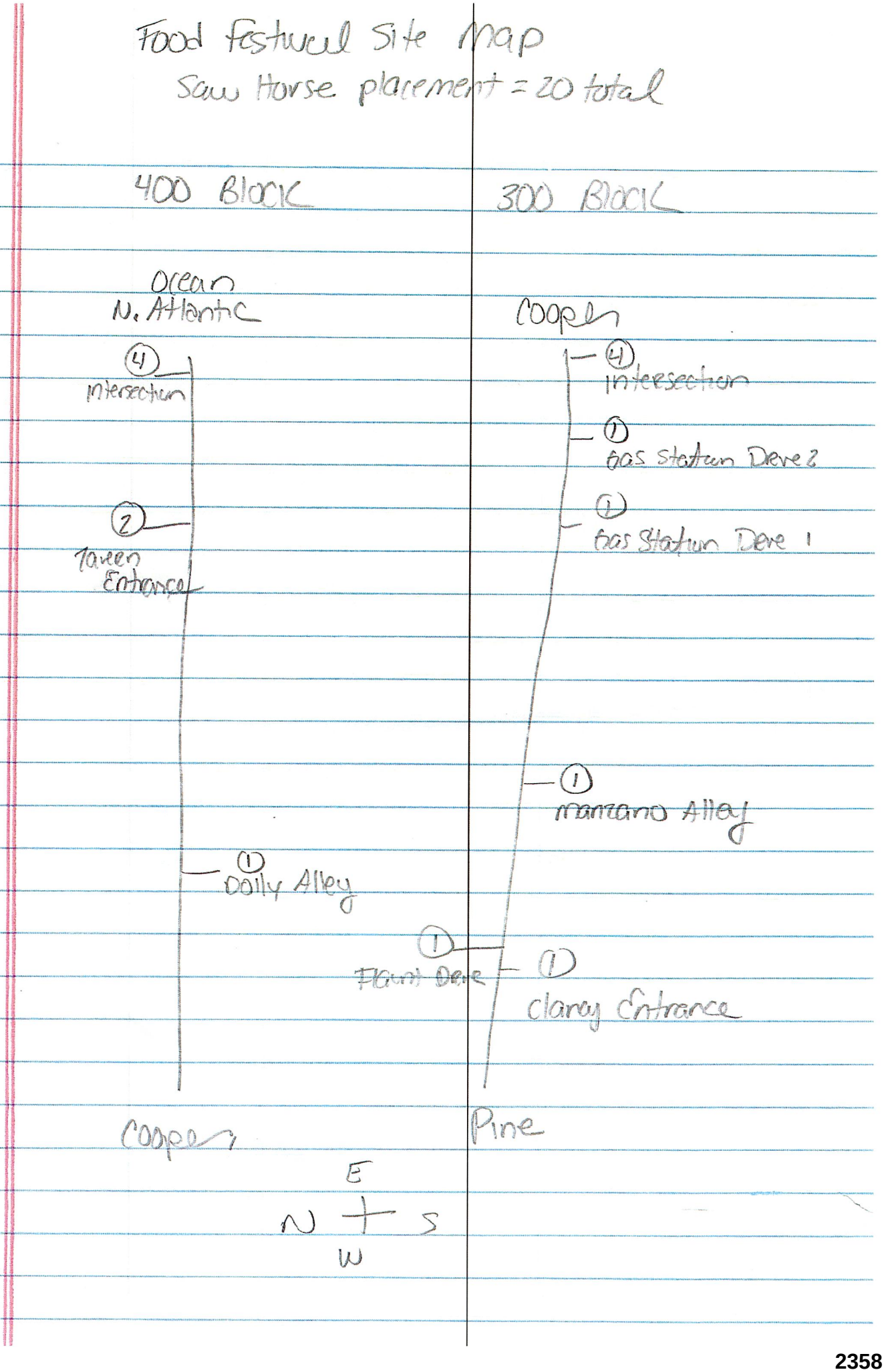
Elaine Stathakis

Date:

03/06/2025

Food festival Site map

Saw Horse placement = 20 total



City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name NSB Food Festival

Event Date 4/17/2025 Dates Requested 4/10-4/17/2025

Organization FABA Hospitality Group

Contact Name Frank DeMarchi

Email Address fjdemarchi@hotmail.com

Contact Phone/Day 386-871-5558 Evening same

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Elaine Stathakis Date 3/6/2025

Signature Elaine Stathakis

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE SEASIDE FIESTA 2025, TO BE HELD ON THURSDAY JUNE 19, 2025.

April 8, 2025

Background:

The FABA Hospitality Group requests approval of their 2025 Seaside Fiesta Event to be held on Thursday June 19, 2025, starting at 5pm and ending at 8pm. The event will be held on Flagler Avenue between N Atlantic Avenue and the eastern perimeter of the intersection of Peninsula Avenue, which will be closed to vehicle traffic. Event set-up will start at 3pm with the closure of Flagler Avenue, all event breakdown will be complete and Flagler Avenue will be reopened to traffic by 10pm. This is an event which is held in NSB annually. There will be no admission charge, with an anticipated 1,000 attendees. The event does not allow any sales or consumption of alcoholic beverages on Flagler Avenue or on any City Right of Way. Ten 10'x10' tents for the event will be aligned on Flagler Avenue, between N Atlantic Avenue and Peninsula Avenue. Security for the event will be provided by NSB Police Department Officers. The Fire Department will inspect all food vendors for fire safety.

Findings:

Staff recommends the approval of the Seaside Fiesta 2025, to be held on Thursday June 19, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Seaside Fiesta on June 19 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Seaside Fiesta

Event Date: June 19, 2025

Contact Information: Elaine Stathakis - FABA

Brief Event Description: Community Block Party on Flagler Ave.

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/20/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/18/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/18/25
Sgt. Willi Helms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/18/2025
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Department - Major Event permit Required

FD - MUST MAINTAIN A MINIMUM 10' CLEAR AISLE DOWN FLAGLER AVE. (NO TENTS, STANDS, ETC. IN THE AISLE)

PD - Event already requested two officers

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Flagler Ave N. Atlantic to Peninsula

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 20530430
Submission Date/Time: 03/06/2025 at 12:14 pm
Form Status: New
Patron Email Address: fjdmarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Seaside Fiesta

6/19/25

Name of Producer and/or Promoter

FABA

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

FL

Zip Code

0

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

na

Special Event Application

Website

flaglerave.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue, New Smyrna Beach, FL 32169

EVENT INFORMATION:

Date(s) Requested

6/19/2025

Location of Event

Flagler Avenue - N. Atlantic to Peninsula Streets

Description of Event

Community Block Party

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

06/19/2025

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

08:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

06/19/2025

How will the general public be notified about a cancellation/ postponement of the event?

N/A

Anticipated number of attendees?

1000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually since 1989

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

()-

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

10

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

We anticipate sponsors but none are secured at this time

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

Any tents will be 10x10 popup

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from N. Atlantic to Peninsula

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

NSB PD

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Elaine Stathakis

Date:

03/06/2025

Seaside

~~Mardi Gras~~ Parade

Saw horse placement

South Atlantic & Buenos Aires = (9) horses NE corner

400 Block

South Atlantic

(6) Treats/Beau

(2) Beau

(2) Taveen

-(1) Dolly Alley

-(6) intersection

Cooper

300 Block

Cooper

-(1) Gas Entrance 1

-(1) Gas Entrance 2

-(1) Manzano Alley

(1) Flaunt Dere

-(1) clancy entrance

-(8) intersection

Pine

Cooper

E

N ~~+~~ S

W

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Seaside Fiesta

Event Date 06/19/2025 Dates Requested 06/12-06/19/2025

Organization FABA

Contact Name Frank DeMarchi

Email Address fjdemarchi@hotmail.com

Contact Phone/Day 386-871-5558 Evening same

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Elaine Stathakis Date 3/6/2025

Signature Elaine Stathakis

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE LIGHT UP FLAGLER EVENT 2025, TO BE HELD ON FRIDAY DECEMBER 5, 2025.

April 8, 2025

Background:

The Flagler Avenue Business Association (FABA) is requesting approval for their Light Up Flagler Event 2025, to be held on Friday, December 5, 2025. The event will start at 5:00pm and end at 8:00pm, with a set up time from 3:00pm to 5:00pm and a breakdown from 8:00pm to 10:00pm. The event will include a block party, pop-up pooch parade at 6:30pm, and a golf cart parade at 7:15pm to be held within the confines of the barricaded area. There will be no alcohol sales or consumption on Flagler Avenue or in any City right of way during the event. This event will require the closure of Flagler Avenue, from the eastern intersection perimeter of Peninsula Avenue eastbound to N. Atlantic Avenue. Security for the event will be provided by NSB Police Department Officers.

Findings:

Staff Recommends the approval of the Light Up Flagler Event 2025, to be held on Friday December 5, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Light Up Flagler on Dec 5 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Light Up Flagler

Event Date: Dec. 5, 2025

Contact Information: Elaine Stathakis - FABA

Brief Event Description: Holiday event on Flagler Ave
Block party, pooch parade, golf cart parade

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	3/20/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	3/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	3/18/25
	Fire Department	386-402-7631	slane@cityofnsb.com	3/18/25
Sgt. Walter Helms	Police Department	386-424-2297	whelms@cityofnsb.com	3/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	3/18/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	3/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Bldg. Dept. - Major Event permit Required
PD - Event has already request two officers.

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** _____

Road Closures:

Flagler Ave N. Atlantic to Peninsula

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 20530722
Submission Date/Time: 03/06/2025 at 12:26 pm
Form Status: New
Patron Email Address: fjdmarchi@hotmail.com
Name: Frank DeMarchi

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Light up Flagler

12/5/25

Name of Producer and/or Promoter

FABA

Type of Organization

Non-Profit

Address

306 Flagler Avenue

City

New Smyrna Beach

State

FL

Zip Code

0

Work Phone

(386)871-5558

Home Phone

(386)871-5558

Fax

na

Special Event Application

Website

flaglerave.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Jenny Norado

Address

306 Flagler Avenue, New Smyrna Beach, FL 32169

EVENT INFORMATION:

Date(s) Requested

12/5/2025

Location of Event

Flagler Avenue - N. Atlantic to Peninsula Streets

Description of Event

Holiday Open House

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

12/05/2025

Event Start Time:

Special Event Application

05:00 pm

Event End Time:

08:00 pm

Set Up Start Time:

03:00 pm

Setup End Time:

05:00 pm

Breakdown Start Time:

08:00 pm

Breakdown End Time:

10:00 pm

Alternative Date:

12/05/2025

How will the general public be notified about a cancellation/ postponement of the event?

N/A

Anticipated number of attendees?

500

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Annually Since 1989

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

()-

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

Yes

If yes, complete below.

How many will participate?

50

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Flagler Ave closed for Holiday Block Party 5pm to 8pm - 2 small pop up parade-link activities happen within that time frame:
6:30pm - Santa Paws Pooch Parade
7:15pm - The Great NSB Crazy Christmas Cart Parade

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Flagler Ave closed for Holiday Block Party 5pm to 8pm - 2 small pop up parade-link activities happen within that time frame:
6:30pm - Santa Paws Pooch Parade
7:15pm - The Great NSB Crazy Christmas Cart Parade

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

Special Event Application

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

Special Event Application

<b> PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-871-5558

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

Special Event Application

TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

Flagler Avenue from N. Atlantic to Peninsula Street

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

0

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

Special Event Application

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

NSB PD

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Frank DeMarchi 386-871-5558

Contact Name & Phone Number (2):

Elaine Stathakis 415-336-0194

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

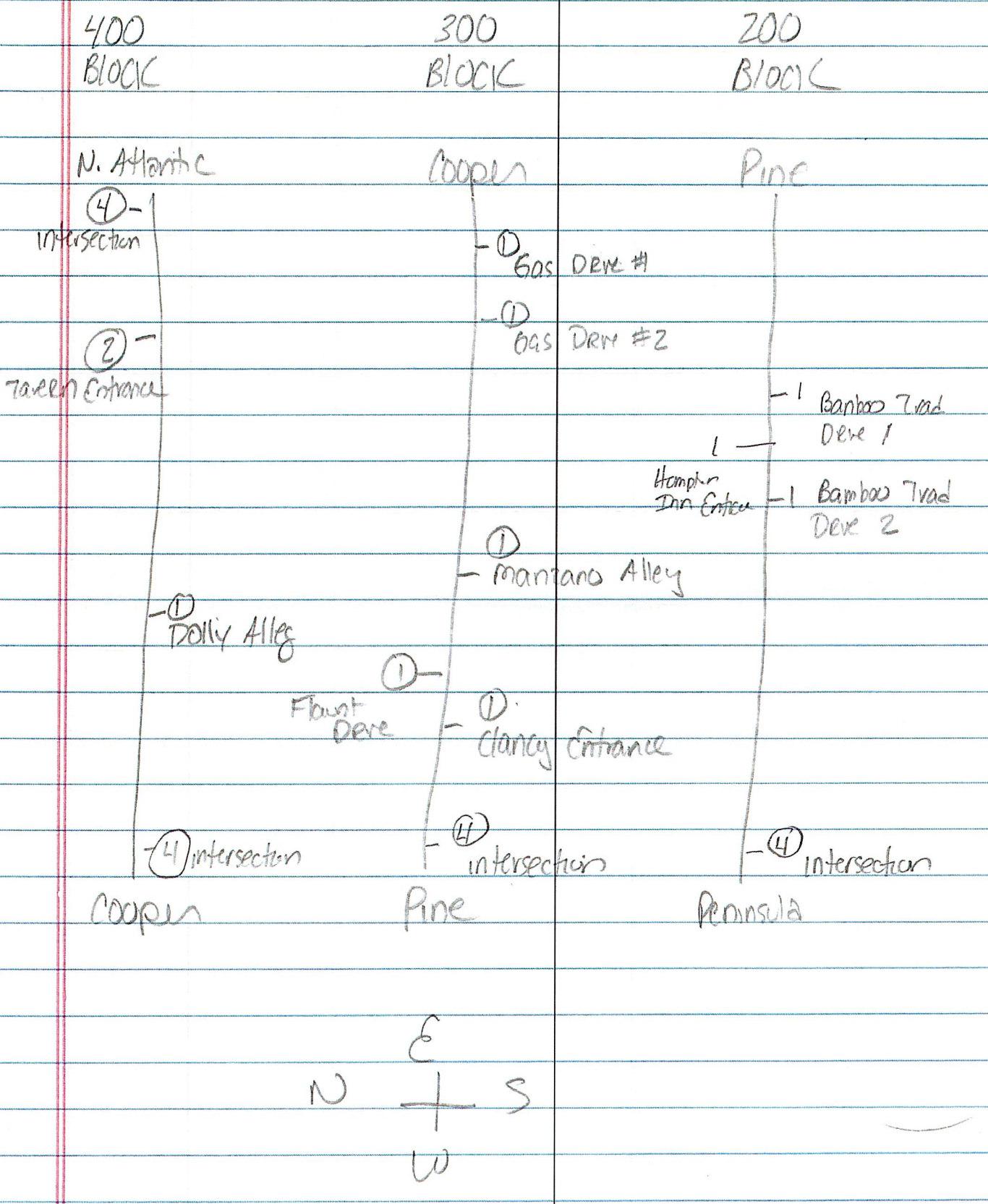
Printed Name:

Elaine Stathakis

Date:

03/06/2025

Light up Flagler Site Map
Saw horn placement



City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Light Up Flagler

Event Date 12/5/2025 Dates Requested 11/30-12/5/2025

Organization FABA

Contact Name Frank DeMarchi

Email Address fjdemarchi@hotmail.com

Contact Phone/Day 386-871-5558 Evening same

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Elaine Stathakis Date 3/6/2025

Signature Elaine Stathakis

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE SHARK BITE EXPO, FEEDING FRENZY 5K, HALF MARATHON AND 5K, TO BE HELD ON SATURDAY, JANUARY 17, 2026 AND SUNDAY JANUARY 18, 2026.

April 8, 2025

Background:

UPDATE: Leisure Services Director and Special Event Sergeant spoke with event organizer on March 31st following the event being tabled at the March 25th City Commission Meeting until the April 8th meeting. Organizer agreed to move event time for 5K on Saturday up to 8 am from 9 am. Additionally, the event organizer will work with the Police Department to deploy water barricades at intersections impacted by the race route and have a police vehicle trailing the last runner to act as a vehicle barricade. Roads will be opened strategically as the last runner passes. Event setup and end time move up one hour to accommodate proposed change.

Following the last race participant north turning onto Riverside Drive, the water barricades which have closed 5th St. thru 8th St. will be drained and moved, making these streets accessible to residents. The course closure will be moved up to 5th St. until the race concludes.

PD will not escort people across the street to go to or from residences while streets are closed.

An alternate 5k route utilizing Magnolia Street was considered but deemed less effective than the original closed route along Riverside Drive.

****

Red Pointer Productions requests approval to present their 2026 Shark Bite Expo, Half Marathon and 5k along with the Feeding Frenzy 5k. The weekend event is scheduled for Saturday January 17th and Sunday January 18, 2026. The Expo/Packet Pickup will be on Saturday, January 17th, from 7am-12:00pm on North Orange Street between Julia and Canal Streets. Parking on Saturday will be located in/around the whole Canal Street District. The Feeding Frenzy 5k will also be held on Saturday January 17th from 9:00am to 10:30am on a fully closed road course. This course will require closing Canal Street starting at US 1 continuing eastbound to Riverside Drive, proceeding southbound to 8th Street. The left southbound US 1 turning lane onto Canal Street and Canal Street

between Orange St and US 1 will be closed from 5am until 12pm. The course will be reopened on a rolling basis as the last runner gets closer to Canal Street and Riverside Drive. All side streets intersecting the racecourse will be barricaded for runner safety.

The Shark Bite Half Marathon and 5k on Sunday, January 18th, will be held from 7:30am to 11:30am; with various closures required along the course and the course will have some portions open to vehicle traffic during the race. At both day's event locations each will have a DJ playing music between 7am until 12pm for attendees. The following streets will be closed during the half marathon and 5k event: Buenos Aires(all morning) where the race will begin at the beach approach under the "Flagler Ave." sign proceeding westbound on Flagler Avenue to Riverside Drive turning northbound to Wayne Ave, turning Southbound through the downtown area then returning over the South Causeway(break down lane/one lane) to Saxon Blvd turn left to 27th and S. Atlantic Avenue from 27th to 3rd (one lane). The event will have alcoholic beverage sales and consumption within the fenced boardwalk parking lot beer garden area with designated entry/exit points. Required event security and emergency services will be provided by City of NSB Police and Fire services to include traffic control. Sunday parking will be located in/around the whole Flagler Avenue District.

Findings:
Staff recommends the approval of the Shark Bite Expo, Feeding Frenzy 5k, Half Marathon and 5k, to be held on Saturday January 17 and Sunday January 18, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

2025 Sharkbite Expo-Feeding Frenzy and 5k Jan 17-18 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Shark Bite Half Weekend Feeding Frenzy + Shark Bite Half + 5K

Event Date: Jan. 17 + 18, 2026

Contact Information: Joe Matoszczak

Brief Event Description: 1/17/26 Shark Bite Expo + Feeding Frenzy 5K
1/18/26 Shark Bite Half Marathon + 5K

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	2/18/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	2/18/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	2/18/25
Daniel R Wish	Fire Department	386-402-7631	slane@cityofnsb.com	2-18-25
Sgt.	Police Department	386-424-2297	whelms@cityofnsb.com	02/18/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	02/18/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	2/18/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

City will barricade from Riverside down Canal to U.S.1. w/ No turn signs
PD - Officer request needed on Off Duty Management
Building Dept - Permit Required Major Event
Provide alcohol sign off
LS Major Special Event & Banners

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 2-28-25

Road Closures:

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: Shark Bite Half Weekend - Feeding Frenzy 5k & Shark Bite Half & 5k

1.2 Name of Producer and/or Promoter: Red Pointer Productions

1.3 Type of Organization ☐ Non-Profit ☒ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Joe Matuszczak

1.5 Address: 620 N Arlington Ave

City: Deland State: FL Zip Code: 32724

1.6 Work Phone: (352) 215-3134 Home Phone: _____ Fax: _____

Email: RedPointerProductions@gmail.com Website: SharkBiteHalf.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: January 17 & 18, 2026

3.2 Location of Event: Sat. 1/17/26 Shark Bite Expo- Orange Ave (bet. Canal & Julia) FF 5k - Canal & Riverside (see course maps)
Sun 1/18/26 - SB Half & 5k - Flagler Ave Boardwalk and course maps

3.3 Description of Event: Top notch running event drawing participants from local and around the country
Expo - includes packet pickup and vendors

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☒ Location of Port-o-Lets (if any)
☒ Dumpsters and/ or Trash Cans ☒ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☒ Tents ☒ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☒ Yes ☐ No
Will an admission fee be charged prior to the event? ☒ Yes ☐ No
Will fees be collected on-site before/ during event? ☒ Yes ☐ No

3.7 Event time: Date: 1/17 1/18 Start: 7:00 am 7:30 am a.m./ p.m. End: 12:00 noon 11:00 am a.m./ p.m.
Set-up: Date: 1/17 1/18 Start 5:00 am 3:00 am a.m./ p.m. End: 7:00 am 7:30 am a.m./ p.m.
Breakdown: Date: 1/17 Start: 12:00 noon a.m./ p.m. End 1:00 pm a.m./ p.m.
Rain date: Date: 1/18 NA Start: 8:30 am NA a.m./ p.m. End 2:30 pm NA a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?
email & social media Anticipated number of attendees: 2500+

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No
If yes, previous date(s): 2016-2025 Location(s): same
Have you held this event in another City? ☒ No ☐ Yes If yes, list location

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☐ Yes ☒ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ☒ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☒ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☒ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Race DJ at the Start and Finish of each race

4.2 Will you be using a sound system? ☒ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Race DJ Type of System: Yamaha PA

4.4 Sound Time: Start: 1/17 8:00 a.m. / p.m. End: 1/18 7:00 am 12:00 noon a.m. / 12:00 noon p.m.

4.5 Will there be carnival games and/or rides? ☒ Yes ☐ No If yes, please describe the types of games and/or rides

Mechanical Shark

4.6 Name of Contractor: Xtreme Entertainment

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company:_____ Policy Number:_____

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ☒ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date:_____ Start:_____ a.m./p.m. End:_____ a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company:_____ Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ☒ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ☒ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? 10-20, not all sell

7.3 Type of vending (including number of each):

☒ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☒ Other (describe) Other Race Events

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☒ Yes ☐ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

5-10

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☒ Yes ☐ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: Red Pointer Running

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ☒ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? [x] Local [x] Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☐ Newspaper ☐ Radio ☐ Television [x] Internet

☐ Direct Mail ☐ Billboard [x] Other Other events & email

10.3 Telephone number to be released for public information: (352) 215-3134

11 **SIGNS:**

11.1 Will you be using signs at your event? [x] Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? yard signs and feather flags

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ No [x] Yes, complete below.

☐ Stages [x] Tents ☐ Scaffolding ☐ Booths ☐ Fences [x] Barricades [x] Cones

☐ Other

12.2 How many tents exceeding 120 square feet or greater? none

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan.

vendor/tent locations can be seen on site maps/plans

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? [x] Yes ☐ No

13.2 Will there be any road closures? ☐ No [x] Yes, Road Name: expo - Orange (Canal to Julia) See Course Maps for various sections

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? [x] Yes [ ] No

13.5 Will the event have on-site parking? [ ] Yes [x] No

13.6 Will the event require off-site parking? [x] Yes [ ] No

13.7 Will a shuttle be used to transport people to the off-site parking area? No

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? 1/17 - 10+ on Orange for Expo & FF 5k
1/18 - 30+ Boardwalk and out on course

14.3 The location of the Port-O-Lets must be included on the site plan.

RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? Barricades & Staff

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: _____

Printed Name: Joseph S Matuszczak

Date: 2/17/25 Title of Applicant: Race Director Affiliation: Race Director

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Joe Matuszczak	(352) 215-3134	Whole Time
Dan Matuszczak	(386) 956-2670	Whole Time

CITY OF NEW SMYRNA BEACH
FACILITY USE AGREEMENT

210 SAMS AVENUE, NEW SMYRNA BEACH FL 32168 * PHONE – 386-410-2890 / FAX – 386-424-2288

CALL 386-424-2000 FOR ANY EMERGENCIES AFTER HOURS

1. Name of Applicant: Red Pointer Productions/ Joe Matuszczak Today's Date 2/17/25
2. Facility Requested: 1. Orange Ave (Canal to Julia) Room: 2. Flagler Ave Boardwalk Parking Lot
3. Organization: Red Pointer Productions/ Shark Bite Half s ales Tax Exempt I.D. – *Attach Certificate please
4. Phone: (Day) (352) 215-3134 (Evening) (352) 215-3134
5. E-mail Address: RedPointerProductions@gmail.com Mailing Address 620 N Arlington Ave
6. City/State/Zip: Deland, FL 32724
7. Type of Event: Running Race/Event Estimated Attendance: 2500+

A. Will you be Serving Food and/or Beverage Yes B. Will you Be Serving Alcohol: Yes *$100 fee will be added

8. Date of Event: 1/17 & 1/18 2026 Day of Week: Saturday & Sunday
9. Hours of Event: 1/17 - 7:00 am AM/PM to 12:00 noon 1/18 - 6:00 am 12:00 noon AM/PM (Must include set-up and clean-up time)

>>PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED<<

FEE SCHEDULE:

Rental Fee: $_____per hour X_____= $_____

$_____per hour X_____= $_____

*Setup and/or Alcohol Fee: $100 ea. = $_____

*Sales Tax at 6.5 % $_____

TOTAL RENT: $_____

Booked:_____ Damage Deposit: $ 100.00

Date Rental Paid:_____ TOTAL $_____

BALANCE DUE: $_____

Key Given:_____Key Returned: _____

Date Damage Deposit Processed for Refund _____

APPROVALS:

Leisure Services Director _____

*Sales Tax Exempt Certificate received _____

Date Rcvd:__/__/__Check # _____

Cash_____CCard_____Receipt# _____

SMOKING IS NOT PERMITTED AT THIS FACILITY

Deposit paid by: _____

Address: _____

COMMENTS:

It is understood that the organization will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage will be reported to the Leisure Services Department immediately. It is also understood that the organization is responsible for payment of all scheduled dates in advance. The Leisure Services Department must be notified in advance of all cancellations; otherwise, the organization shall be responsible for the rental fee. Any rental fee balance MUST BE PAID AT LEAST 5 BUSINESS DAYS prior to rental date.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and refund policy given to me at the time of this contract.

Group/Organization Representative or Individual

2/17/25
Date

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Shark Bite Half Weekend

Event Date 1/17 & 1/18 2026 Dates Requested 1/1/2026 - event weekend

Organization Red Pointer Productions

Contact Name Joe Matuszczak

Email Address RedPointerProductions@gmail.com

Contact Phone/Day (352) 215-3134 Evening (352)215-3134

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Joe Matuszczak Date 2/17/25

Signature

BUILDING PERMIT APPLICATION

☐ Residential 1 and 2 Units (Single Family/Duplex) ☐ Residential 3 or more Units (Multi-family) ☐ Commercial

JOB LOCATION

Parcel/Folio: _____

Job Address: Orange Ave (Canal to Julia), Flagler Ave Boardwalk Parking Lot FEMA: BFE: _____ Flood Zone: _____

Owner's Name: _____ Owner's Address: _____

Owner's Phone No: _____ Owner's E-Mail: _____

CONTRACTOR INFORMATION

☐ Contractor ☐ Design Professional ☐ Owner/Builder

License # State Cert/Reg # _____ Qualifier: _____

Company Name: _____ Address: _____

Contractor's Phone: _____ Fax: _____ E-Mail: _____

TYPE OF BUILDING PERMIT

- ☐ Alteration
- ☐ Demolition
- ☐ Door/Window
- ☐ New Construction
- ☐ Addition
- ☐ Fence
- ☐ Tree
- ☐ Pavers
- ☐ Sign
- ☐ Shed
- ☐ Screen Eng.
- ☐ Electrical
- ☐ Plumbing
- ☐ Gas
- ☐ Mechanical
- ☐ Re-roof
- ☐ Solar
- ☐ Pool
- ☐ Shutters
- ☐ Marine
- ☐ Driveway & Patio
- ☐ Miscellaneous _____

TYPE OF FIRE PERMIT

- ☐ Fire Alarm
- ☐ Fire Pumps
- ☐ Fire Sprinkler System
- ☐ Fossil Fuel Storage System
- ☐ Hoods
- ☐ Suppression
- ☐ Spray Booths
- ☐ Tents
- ☐ Underground Fire Line
- ☐ Standpipes

CONSTRUCTION TYPES

- ☐ Non-sprinkler ☐ Sprinkler
- ☐ IA
- ☐ IB
- ☐ IIA
- ☐ IIB
- ☐ IIIA
- ☐ IIIB
- ☐ IVA
- ☐ IVB
- ☐ VA
- ☐ VB

PROJECT INFORMATION

Description of Work: _____

_____

_____

_____

Project Name: _____ Declared Value: _____

NEW & ALTERATION WORK AREA – SQ.FT.

Residential: Living: _____ **Non-Living:** _____

TOTAL SQ. FT. _____

Commercial: Interior: _____ Exterior: _____

TOTAL SQ. FT. _____

SUBCONTRACTORS

	LICENSE #	BUSINESS NAME	LICENSE HOLDER NAME
ELECTRICAL			
MECHANICAL			
PLUMBING			
ROOFING			
SPECIALITY			

NOTICE: UNDER PENALTY OF PERJURY, THE CONTRACTOR IS DECLARING THAT ALL THE INFORMATION CONTAINED IN THIS BUILDING PERMIT APPLICATION IS TRUE AND CORRECT.

SIGN INFORMATION

Describe Type and Size(s) Proposed: _____

_____

_____

Linear Front Footage of Building: _____ Distance from Front Property Line: _____ Total Area of Existing On-Site Sign(s): _____

Total Area of Existing Off-Site Sign(s): _____ Total Area of Proposed Sign(s): _____

DEMOLITION INFORMATION	By executing your signature below, you verify that the utilities have been disconnected from the referenced structure	
	UTILITY COMMISSION - SEWER DIVISION: _____	DATE: _____
	WATER DIVISION: _____	DATE: _____
	ELECTRIC DIVISION: _____	DATE: _____
	GAS COMPANY: FLORIDA PUBLIC SERVICE: _____	DATE: _____

REQUIRED ACCESS FOR INSPECTIONS NOTICE:

Issuance of this building permit automatically conveys to the City of New Smyrna Beach, and/or its authorized agents, the authority to enter the premises at reasonable hours for the purposes of inspecting the project for adherence to the terms of the permit, until such time as the project is complete **AND** the final inspections are approved.

NOTICE OF COMMENCEMENT INFORMATION:

If the cost of the proposed work has a value of $2,500 or more ($7,500 for HVAC) a Notice of Commencement must be recorded with the Volusia County Clerk of Courts. A copy of the recorded Notice of Commencement must be posted on the job site prior to receiving an inspection.

WARNING TO OWNER: ***YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT***

OWNER'S AFFIDAVIT
OWNER/BUILDER USE ONLY

I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH LL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

Florida Statutes, 489.103(7):
State law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor with certain restrictions even though you do not lane a license. You must provide direct, onsite supervision of the construction yourself. You may build or improve a one-family or two-family residence or a farm building. You may also build or improve a commercial building, provided your costs do not exceed $25,000. The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved yourself within 1 year after construction is complete, the law will presume that you built or substantially improved it for sale or lease, which is a violation of this exemption. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that people employed by you have licensed required by state law and by county or municipal licensing ordinances. You may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you, which means that you must deduct F.I.C.A. and withholding tax and provide workers' compensation for that employee, all as prescribed by law. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

_____ _____
Signature: OWNER/BUILDER DATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____
Notary Public

CONTRACTOR/AGENT/OWNER AFFIDAVIT

The undersigned states and affirms that he/she is the owner of the property or has been authorized to act by the owner under the legal description of property to be used for the proposed construction as described, and that, if the owner, the building is for his/her own use and occupancy and is not being built or offered for sale or lease.

Contractor/Agent Signature: _____ Print Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____ Notary Public

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

New Smyrna Beach Fire Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Red Pointer Productions/ Shark Bite Half

Name of Requester: Joe Matuszczak **Phone #:** (352) 215-3134
Email: RedPointerProductions@gmail.com

Business Address: 620 N Arlington Ave, Deland FL 32724

Billing Address (If different than business address):
Type of Event: Running Race/Event

Number of Units Required to be determined by the Fire Department during Special Event application meeting.

1/17	1 **Unit(s)**	2 **Personnel**	at Finish Line (Orange & Canal)
1/18	1 Unit	2 Personnel	at Finish Line Flagler Ave Boardwalk

Exact location of Event: 1/17 - Orange & Canal, 1/18 Flagler Ave Boardwalk
Date(s): 1/17 & 1/18 2026
Time(s): 1/17 - 8:30 am - 10:30 am 1/18 7:00 am - 12:00 noon

Contact Person at Event: Joe Matuszczak **Phone:** (352) 215-3134
Emergency Phone Number:

Payment Rate: $50.00 per hour, per person, with a 4-hour minimum per person. Cancellation must be made orally or in writing to the following person: Ken Gaines at 386-402-0200 or Fire Administration at 386 402-8125. Customers will be billed by the Finance Department following the event. A twenty-four (24) hour advance notice is required to cancel this request or the customer will be billed the four (4) hour minimum per personnel requested.

Steve Lang (386) 402-7631

Rates are subject to change at the discretion of the New Smyrna Beach Fire Department.

I have read this Special Detail Contract and shall abide by its terms. I request the special detail unit(s) as described above. ***(Electronic signature acceptable)***

[signature] **This** 17 **Day of** Feb. **20** 25,
(Signature)

Race Director
(Title)

Accepted by the City of New Smyrna Beach: **Date:**

If You Prefer, Fax Signed & Completed Form to (386) 402-8126

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

GENERAL TERMS

1. The customer shall not assign or otherwise transfer this agreement or any right or obligation herein without the prior written consent of the City. The customer shall indemnify, to the extent permitted by law, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injury, claim, cause of action, or liability of any kind whatsoever resulting from or arising out of the actions or omissions of the customer.

2. The provision of Fire Department Units under this contract are subject to availability of extra duty personnel. The City shall not be liable for failure to provide services under this contract.

3. No amendment or modification of this contract shall be valid unless in writing and signed by the parties hereto. However, the City may, in its sole discretion, reduce or increase the level of service upon the oral request of the person who has signed this contract on behalf of the customer, or at the discretion of a Fire Department supervisor as deemed necessary to provide for operational readiness or protect public safety.

4. Payment for services rendered under this agreement shall be by monthly billing through the Finance Department and shall be due on receipt of billing unless otherwise prepaid under this contract. The Finance Department shall have sole discretion in requiring prepayment of special detail services. In the event the customer fails to pay within two weeks of the billing date, the City may immediately terminate this agreement and cancel any further special details scheduled for the customer.

5. This agreement is subject to the following City regulations (available from the New Smyrna Beach Fire Department):

   A. The rules, regulations, policies and procedures of the New Smyrna Beach Fire Department. All as may be amended from time to time.

6. The customer understands and agrees that Fire/Medical Stand-by Units constitute a mobile auxiliary resource and may be recalled from extra duty activities to respond to city needs in accordance with the above-referenced City regulations. In the event the unit(s) are recalled, the customer shall not be liable for payment of fees for the time that Unit(s) are absent.

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: Shark Bite Half Weekend 1/17 & 1/18 2026

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevent ion Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

1 unit & 2 personnel at both finish lines

1/17 - 8:30 am - 10:30 am Canal & Orange

1/18 - 7:00 am - 12:00 noon Flagler Ave Boardwalk Parking Lot

Joseph S Matuszak — 2/17/25

Applicant Print and Sign — Date

Fire Chief/Designee — Date

whelms@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Red Pointer Productions – Shark Bite Hlf

Name of Requester: Joe Matuszczak **Phone #:** 352-215-3134
Email: RedPointerProductions@gmail.com

Business Address: 620 N Arlington Ave Deland FL 32724

Billing Address (If different than business address):
Type of Event: Running Race / Event

Type of Service Requested, i.e. (Traffic Control, Security) explain:

Traffic Control & Safety

Number of Officers Requested: (subject to change per PD recommendation) As per Sgt Helms Plan

Exact location of Event: 1/17 Canal & Riverside 1/18 Along Course
Date(s): 1/17 1/18 2026
Time(s): 1/17 8:30am - 10:30 am 1/18 7am - 12 noon
Contact Person at Event: Joe Matuszczak **Phone:** 352 215 3134
Emergency Phone Number:

Payment Rate: $70.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $70.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt. William Helms at 386-424-2297 or the Administrative Office at 386-424-2234. Customers will be billed the next business day following the event. An eight (8) hour advance notice is required to cancel this request, or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. ***(Electronic signature acceptable)***

This 17 **Day of** Feb **20** 25,

(Signature)

Race Director

(Title)

Accepted by the City of New Smyrna Beach: **Date:**

If You Prefer, Fax Signed & Completed Form to (386) 424-2259

Shark Bite Half Marathon & 5k, Feeding Frenzy 5k, Shark Bite Expo

When:

January 17 & 18, 2026
New Smyrna Beach, FL

Start Times:

Shark Bite Expo/Packet Pickup
Saturday January 17, 2026
7:00 am - 12:00 noon

- In front of Fleet Feet Sports on Orange Ave between Canal & Julia
- Expecting 1000+ Runners and Spectators
- Runners can pick up packets and check out various local & running related vendors

Feeding Frenzy 5k
Saturday January 17, 2026
9:00 am - 10:30 am

- Start/Finish corner of Canal & Orange
- Course Open 9:00 am - 10:30 am (road will reopen behind the last runner)
- Expecting 1000+
- This is a fully closed course. We are requesting to close Canal (US-1 to Riverside) and Riverside (Canal to 8th). This offers the participants the safest possible route to run showcasing NSB beauty. We will be barricading off all of the side streets along route to keep local traffic out.
- Area on Canal, between Orange Ave & US1, will close at 7:30 to prepare to set up for the Start/Finish Line, barricades, etc. This area will remain closed until 12:00 (noon) to allow for post race safety during awards and post race activities. This will open back up to free flowing traffic then.

Shark Bite Half & 5k
Sunday, January 18, 2026
Half - 7:30 am 5k - 7:40 am

- Half Marathon starts 7:30 am (Course Open 7:30 - 11:30 am)
- Half expecting 1000 - 1500 runners
- 5k starts 7:40 (Course Open 7:40 - 9:15 am)
- 5k expecting 800-1000 runners
- Runners will be notified and sent information about road closures and parts of the course that are open to traffic, etc.
- There will be multiple road closures:
    - Buenos Aires - duration of event

- South Causeway - Saxon - this will only be a small section of S. Causeway (from Bouchelle Island and into Saxon by the pedestrian trail). Other sections will only be break down lane in areas, or the pedestrian trail.
- S. Atlantic from 27th to 3rd. The furthest northbound eastern lane.
- At Saxon and Sandpiper, Police officers will be managing the traffic flow. They will be letting cars go between runners when they deem safe.
- At 27th & S. Atlantic, Police officers will be managing the traffic flow. They will be letting cars go between runners when they deem safe.

Saturday Start/Finish Line

- Located at the corner of Canal and Orange
- Course will be closed for duration of race (9:00 am - 10:30 am). Parts of Canal will close from 7:30 - 12:00 noon.
- Side roads will be barricaded to close off course and protect runners

Sunday Start/Finish Line

- Start Line will be under "Flagler Ave" arch near beach approach
- Finish Line is on Buenos Aires near the corner of Flagler & Buenos Aires
- Flagler Ave Boardwalk Parking Lot will be the Festival/Finish Line zone: packet pickup, vendors, awards, etc will be located in the lot

Courses:

- Course Maps will be attached
- As per NSB PD - NSB PD, COPs, and course Marshalls will be throughout the course.
- Marshalls and Water Stops will have Race Directors number in case of an emergency. They will help inform residents of event, keep participants on course.
- Police and COPs will help with traffic control at important intersections.
- There will be a lead bike/vehicle leading each race.
- Saturday course is open for 1.5 hours, Sunday course is open for 4 hours

Important Locations:

Saturday

- Parking will be located in/around the Canal St District
- There will be 1 water station on the 5k course at the turn around point
- There will be EMS services requested for standby at the Start/Finish area

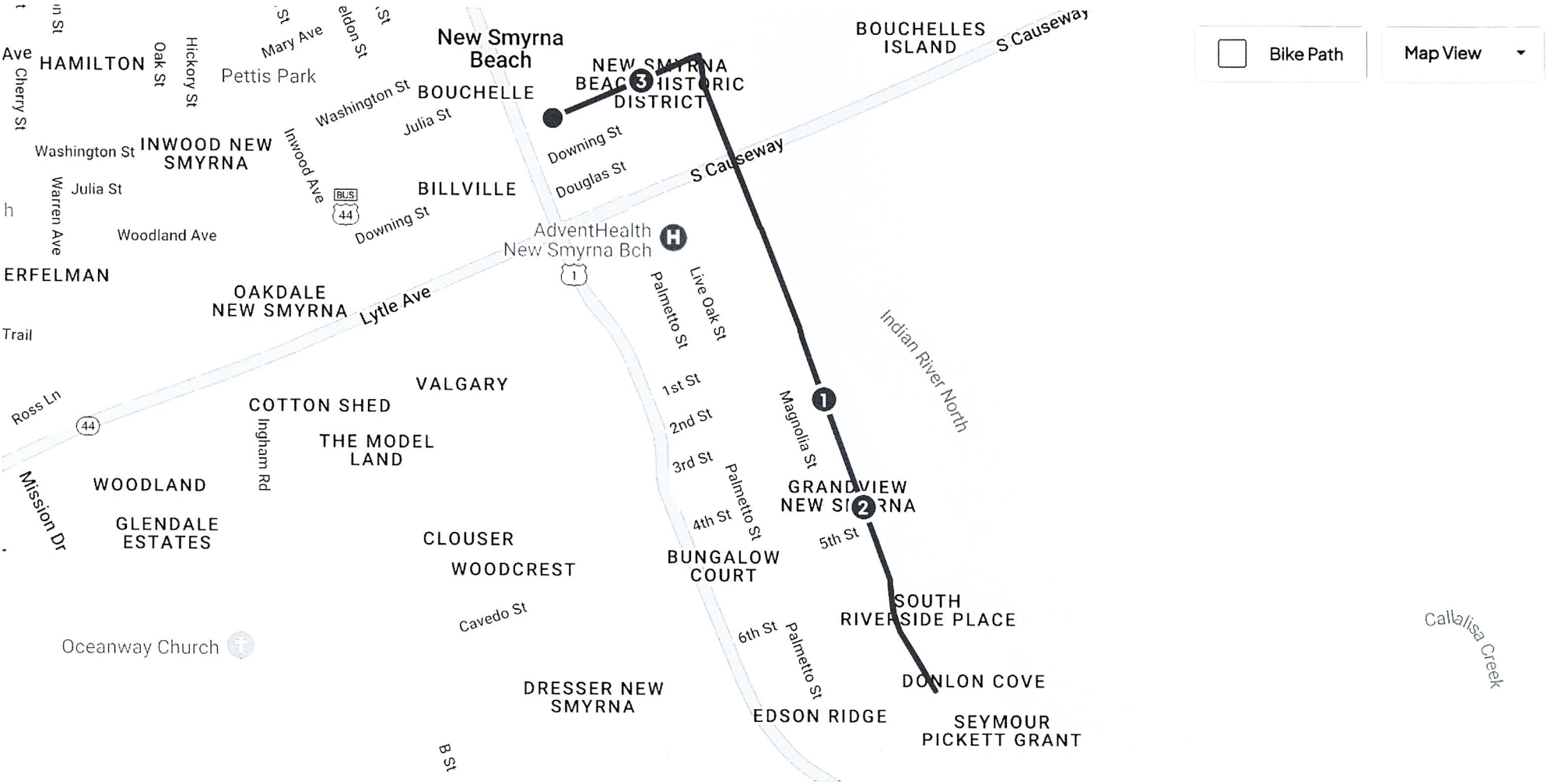
Sunday

- Parking will be located in/around the Flagler Ave District
- There will be water stations every 2 miles on Half course (including portolet) and 1 on the 5k course.
- There will be EMS services requested for standby at the Start/Finish area

Parking

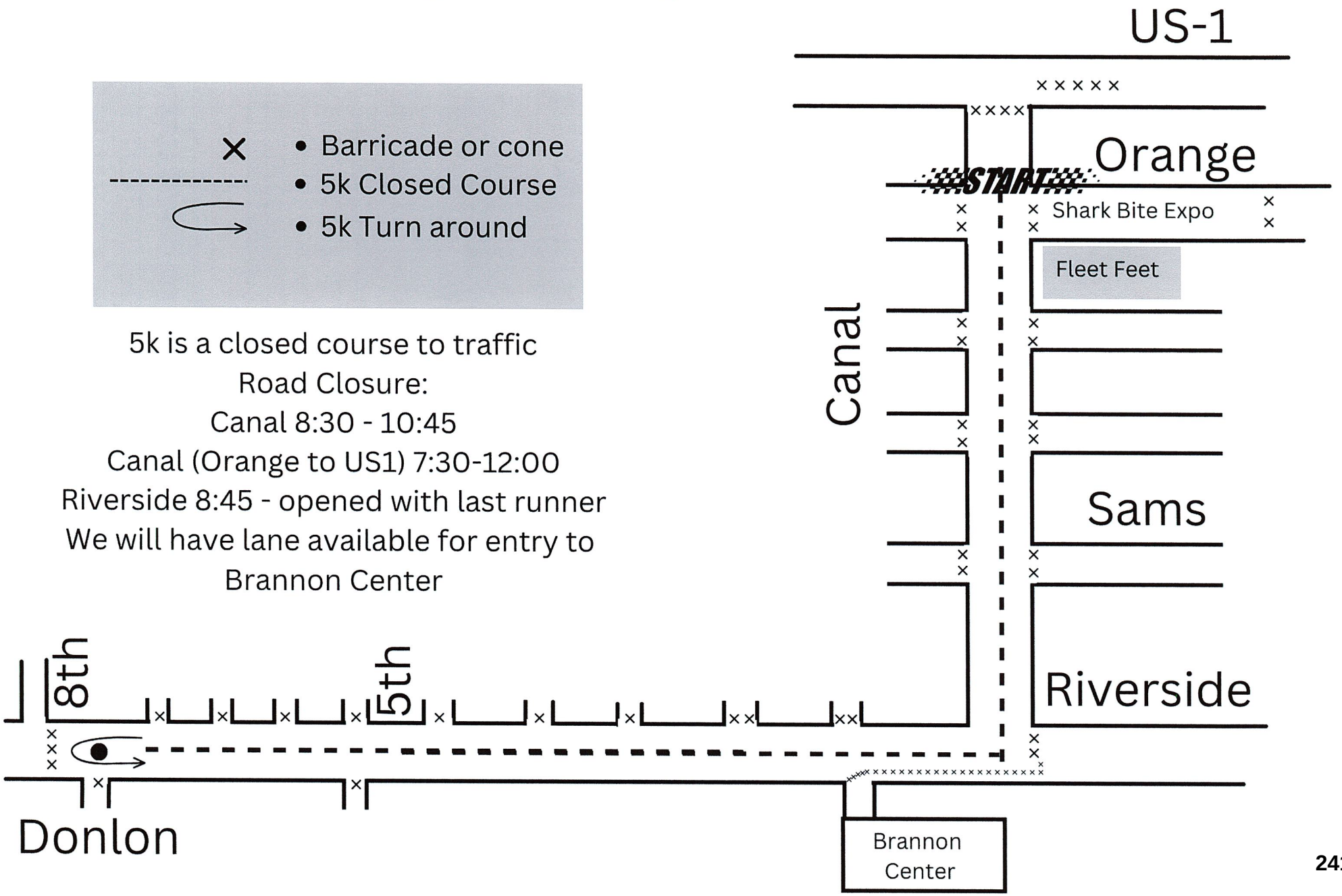
- Parking on Saturday will be throughout the Historic Canal Street District. The participants will need to abide by all the normal posted parking parameters of the area.
- Parking on Sunday will be throughout the Historic Flagler Ave District. The participants will need to abide by all the normal posted parking parameters of the area.

mapmyrun.com/routes/view/5175518101

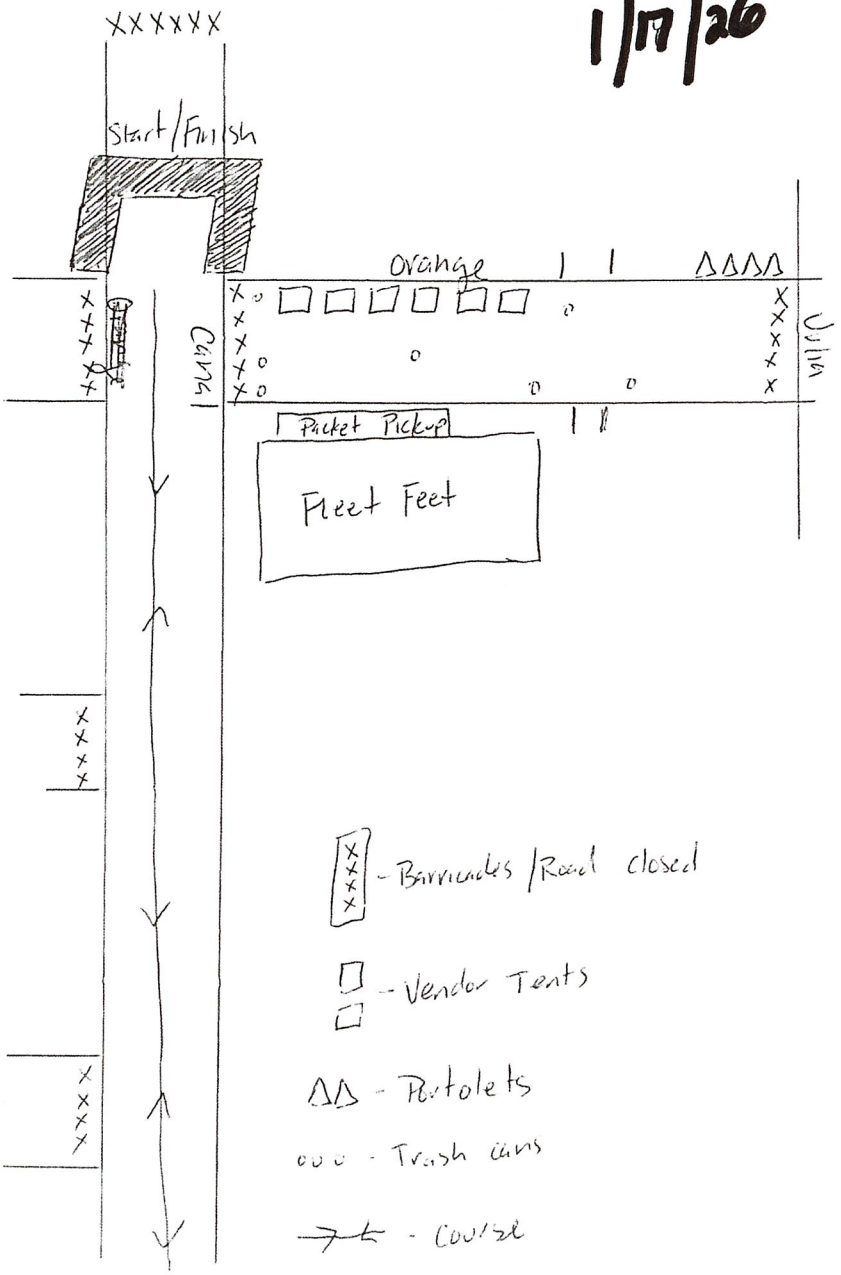


Feeding Frenzy 5k Course

Feeding Frenzy 5k course

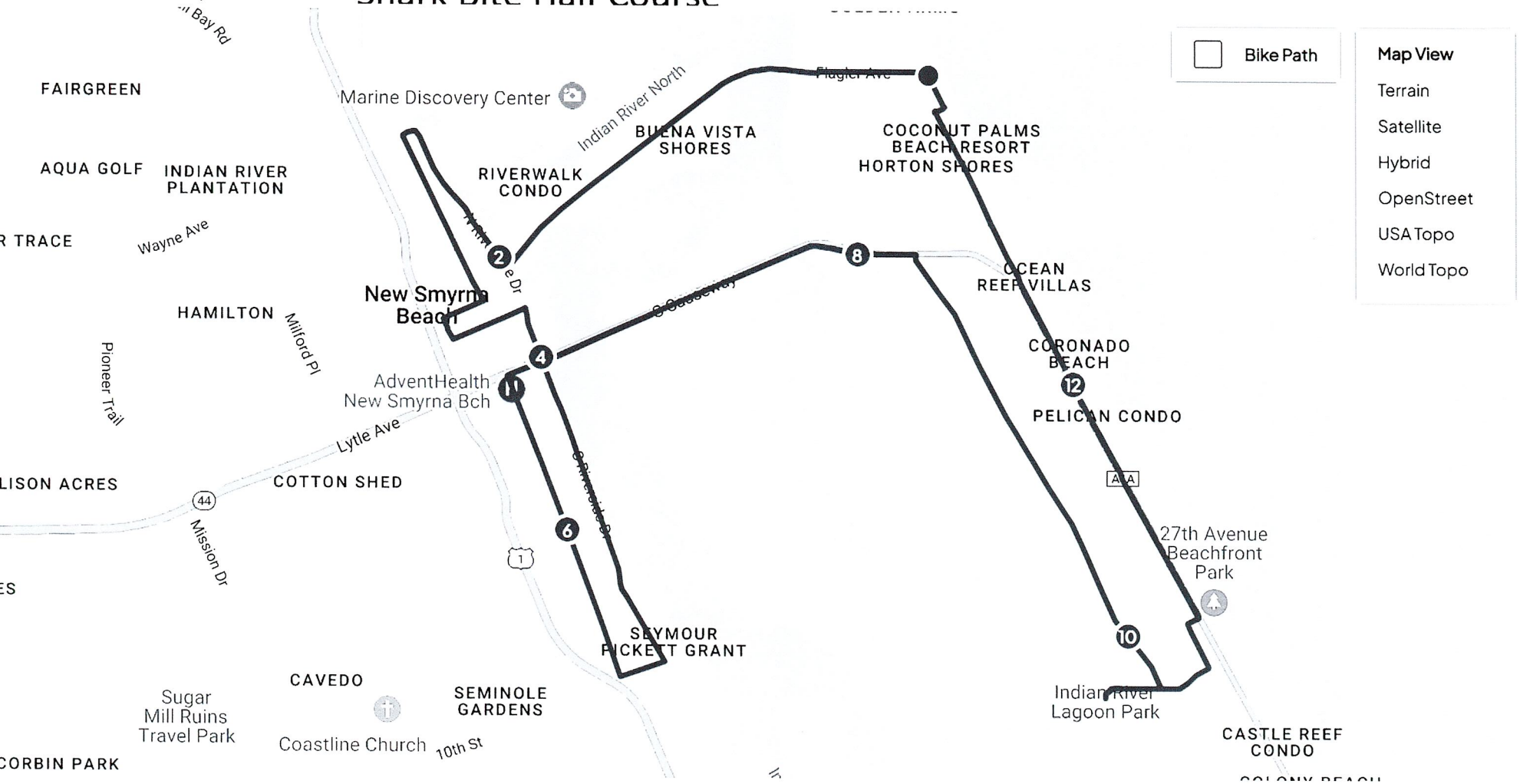


Shark Bite Expo Layout
1/17/26



mapmyrun.com/routes/view/2807921719

Shark Bite Half Course



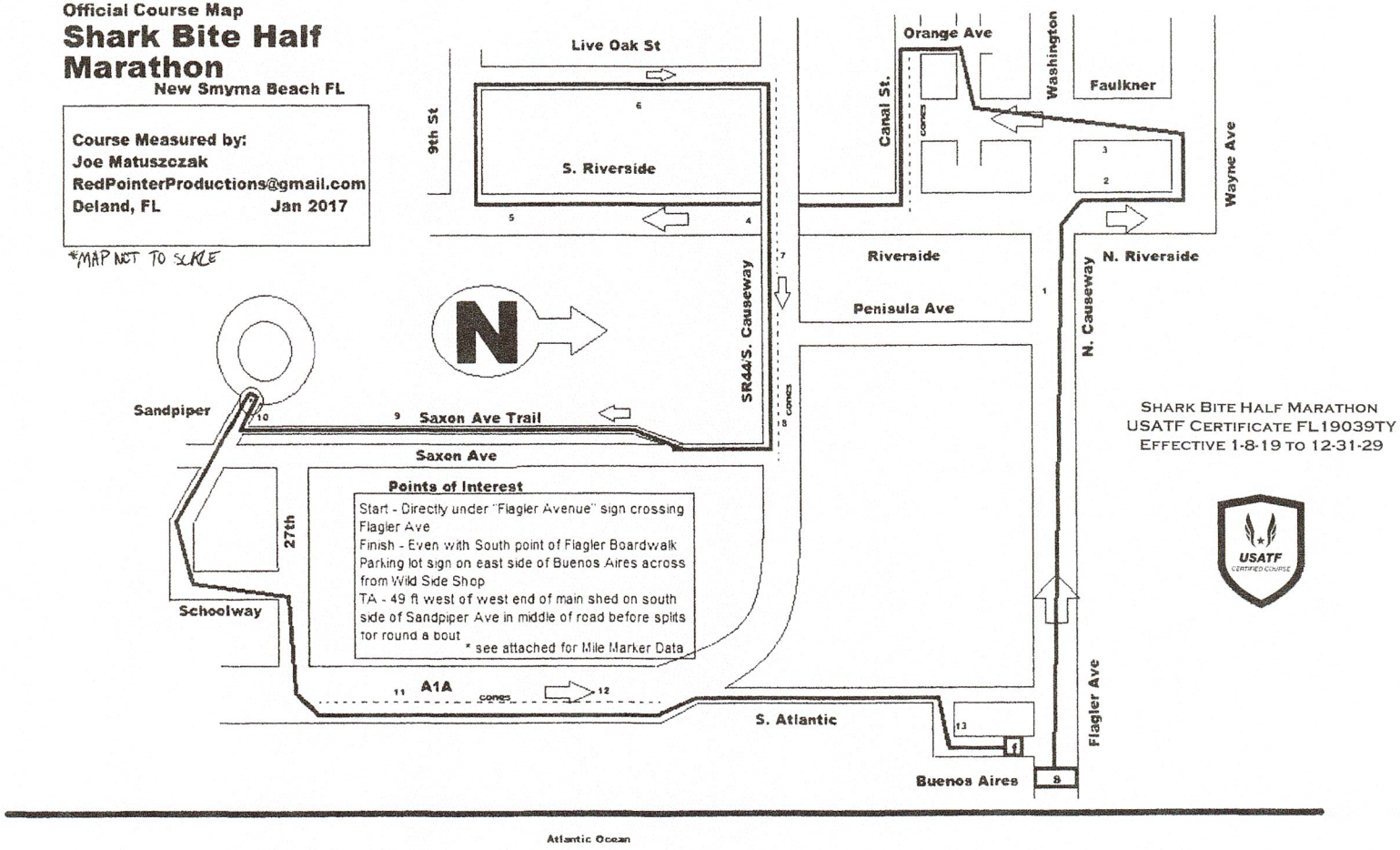
Official Course Map

Shark Bite Half Marathon

New Smyrna Beach FL

Course Measured by:
Joe Matuszczak
RedPointerProductions@gmail.com
Deland, FL Jan 2017

*MAP NOT TO SCALE



SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

Road Running Technical Council
USA Track & Field
Measurement Certificate

USATF

recognized by RRCA

Name of course: Shark Bite Half Marathon Distance: 21.0975 km

Location : (state) Florida (city) New Smyrna Beach

Type of course : road race ☑ calibration course ☐

Measuring method : bicycle ☑ steel tape ☐ electronic distance meter ☐

Measured by (name, address, phone & e-mail) Joe Matuszczak 620 N. Arlington Ave, Deland, FL 32724 352-215-3134 redpointerproductions@gmail.com

Race Contact (name, address, phone & email) Joe Matuszczak 620 N. Arlington Ave, Deland, FL 32724 352-215-3134 redpointerproductions@gmail.com

Date(s) when course measured: Jan. 06, 2019

Number of measurements of entire course: 2 Course Configuration: one loop 1 time

Elevation (meters above sea level) Start 3 m Finish 4 m Highest 26 m Lowest 1 m

Straight line distance between start & finish 37 m Drop -0.05 m/km Separation 0.2%

Type of Surface: Paved **100%** Dirt **0%** Gravel **0%** Grass **0%** Track **0%**

Effective date of certification: Jan. 08, 2019 Certification code: FL19039TY

Notice to Race Director: Use this Certification code in ***all*** public announcements relating to your race

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year **2029**

AS NATIONALLY CERTIFIED BY

Toni Youngman *Date :* Apr. 3, 2019

Toni Youngman - USATF/RRTC Certifier - 12895 Downstream Circle, Orlando, FL 32828 - (407)619-2797 - toni@runzamok.net

Shark Bite Half Marathon

SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

New Smyrna Beach FL

Official Course Map Points of Interest

Start – Directly Under "Flagler Avenue" sign crossing the road at the beach approach.

Mile 1 – 5' West of TP:UC2698 on N. Causeway

Mile 2 – 24'10" North of TP:UC2892. At Intersection of Mary & N. Riverside

Mile 3 – 88'10" South of TP:UC2908 at Murray & Faulkner

Mile 4 – 58' North of TP:UC6578. Just south of S. Causeway

Mile 5 – 28'6" South of TP:UC6887. Between 7th & 8th St

Mile 6 – 50' South of TP:UC6797. Just South of Live Oak & 3rd St

Mile 7 – 101'6" West of eastern most point of cement wall plus railing on the southside of S. Causeway bridge heading east bound.

Mile 8 – 72'4" East of TP at the West side of driveway to Mon Delice Deli (TP did not have number)

Mile 9 – 56'6" North of LP: UC3390 on Saxon Ave Pedestrian Trail near Saxon & 15th St

Mile 10 – 3'9" East of TP:UC1418 on South side of Sandpiper. Near first entrance to Coronado Cove development.

Turn Around – 49' West of the west end of main shed (going into Indian River Park on left) in the middle of the road before the road splits for round a bout.

Mile 11 – 17' South of TP:12800572-S in front of Chases Restaurant.

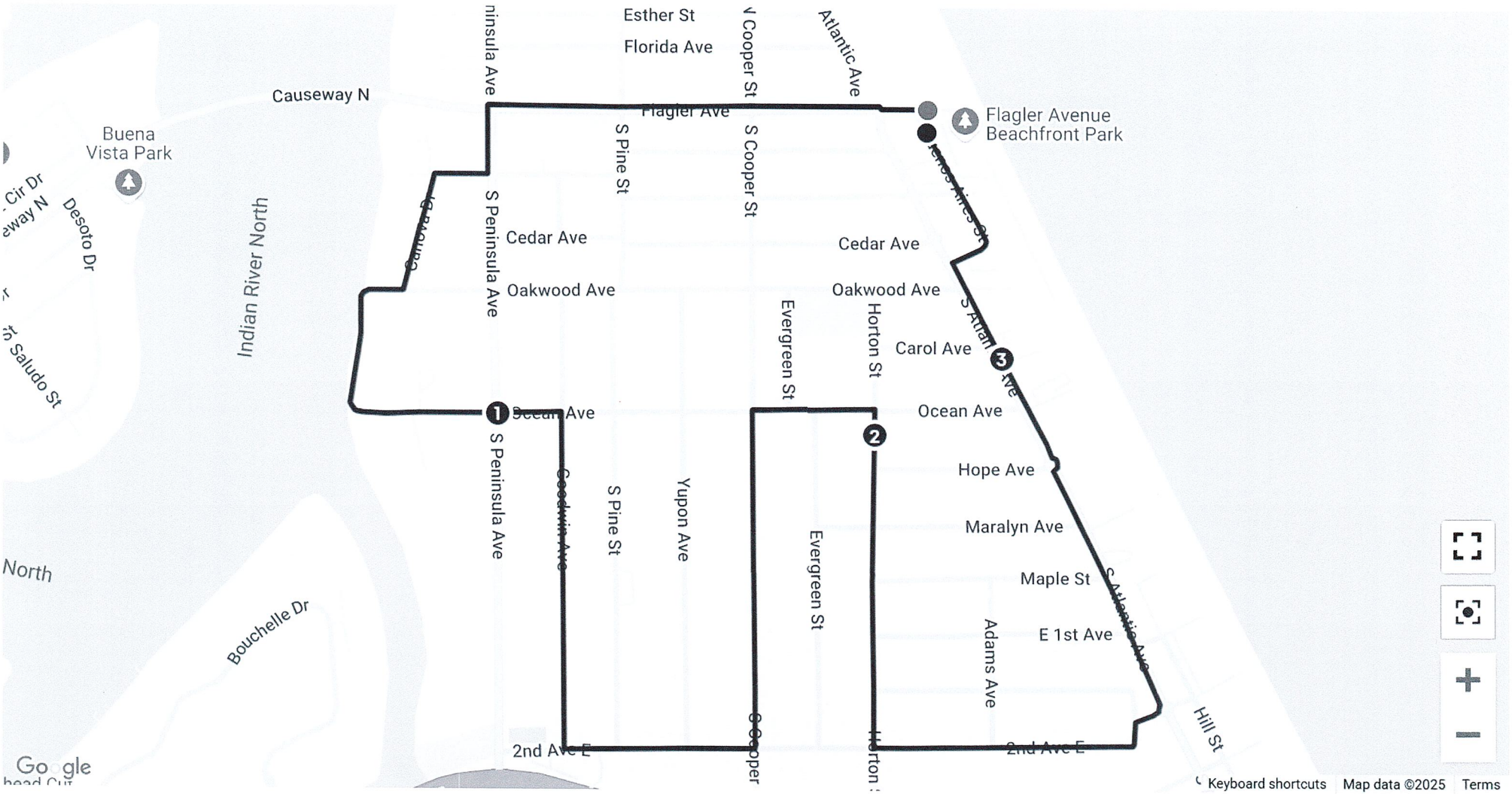
Mile 12 – 127'8" South of TP:UC1366 located at the corner of 9th & A1A

Mile 13 – 33'10" South of TP:C1434 in front of Toni & Joe's Restaurant.

Finish – Even with Southern most point of "Flagler Boardwalk Parking Lot Sign" on east side of Buenos Aires directly across from Wild Side Shop.

Cones on Course

- Cone off Canal Street from Orange Ave to Riverside. Keeping participants in the Eastbound Lane
- Cone off breakdown Lane on SR44/A1A from Live Oak to Saxon
- Cone off most east lane of A1A from 27th St to S. Atlantic fork. Keeping participants in the furthest east Northbound lane.



Shark Bite 5k Course

Shark Bite Half Marathon 2026

Alcohol Safety and Security Plan

Beer will be served from a portable beer trailer (rented or supplied by distributor). The beer taps will be connected to trailer and all other beer not in use will be stored in the same beer trailer.

The area designated for beer consumption will be located at the Flagler Avenue Boardwalk parking lot. See the map of festival/beer garden area. As indicated on the map, the whole parking lot will be barricaded/fenced in with impassable fencing and act as our beer garden.

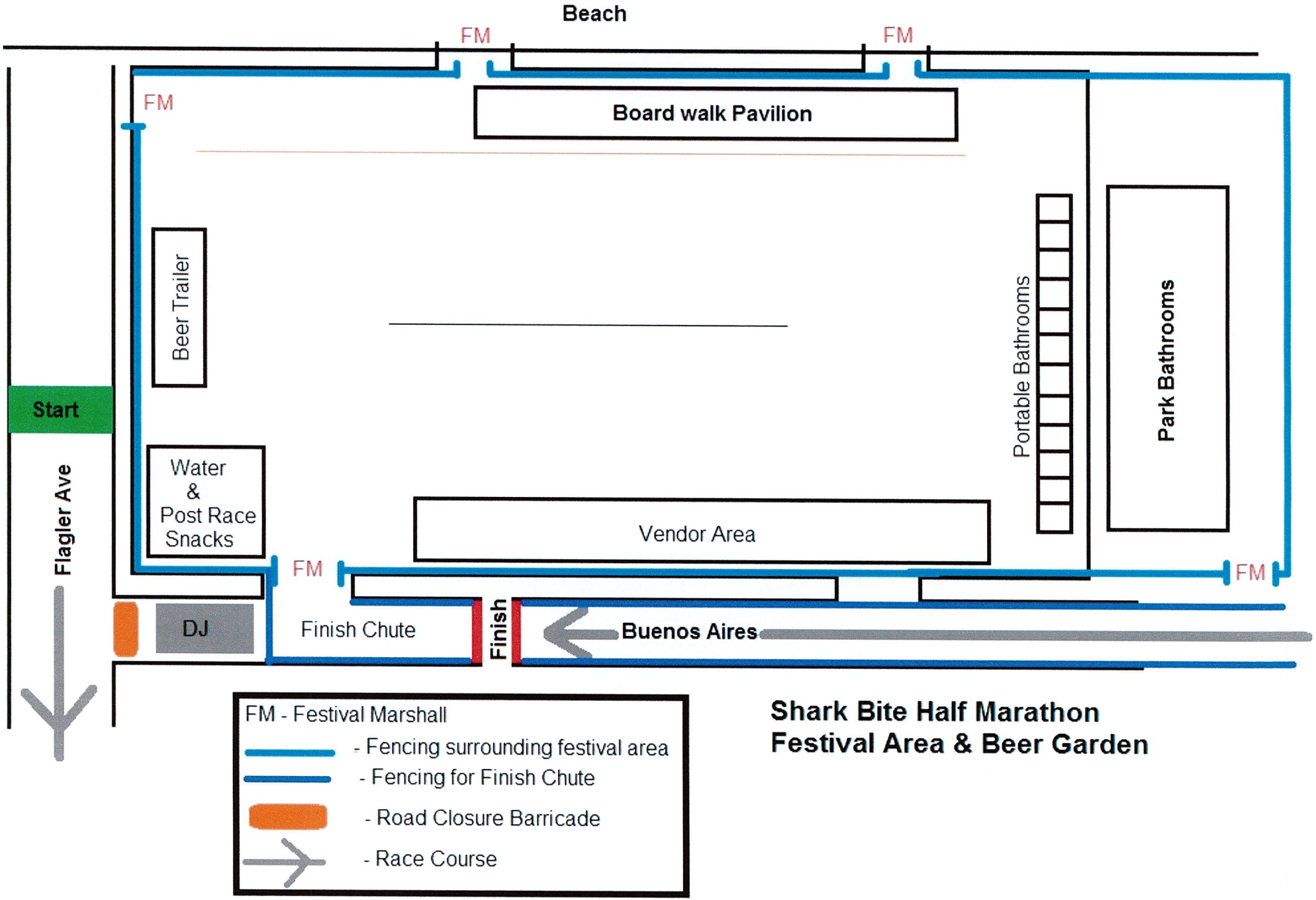
There will be 5 entry points in/out of the festival/beer area. Each entrance will be manned by Festival Marshal (FM). THese marshals will be responsible for not allowing alcoholic beverages to exit the designated consumption area. No open containers will be allowed outside this designated area approved by the city.

All individuals that are of age will receive a tear off upon packet pickup. If the individuals serving the alcohol think a participant without a wristband is younger than 40 years of age, they will be required to show photo ID. For all non-registered participants wanting beer they will be required to show photo ID to receive.

Alcohol will be served in a clear plastic up or in a container that clearly designates it as an alcoholic beverage.

The individuals serving alcohol will not serve to anyone whose normal faculties appear to be affected by the consumption of alcohol or who appear to be causing a disturbance of any type.

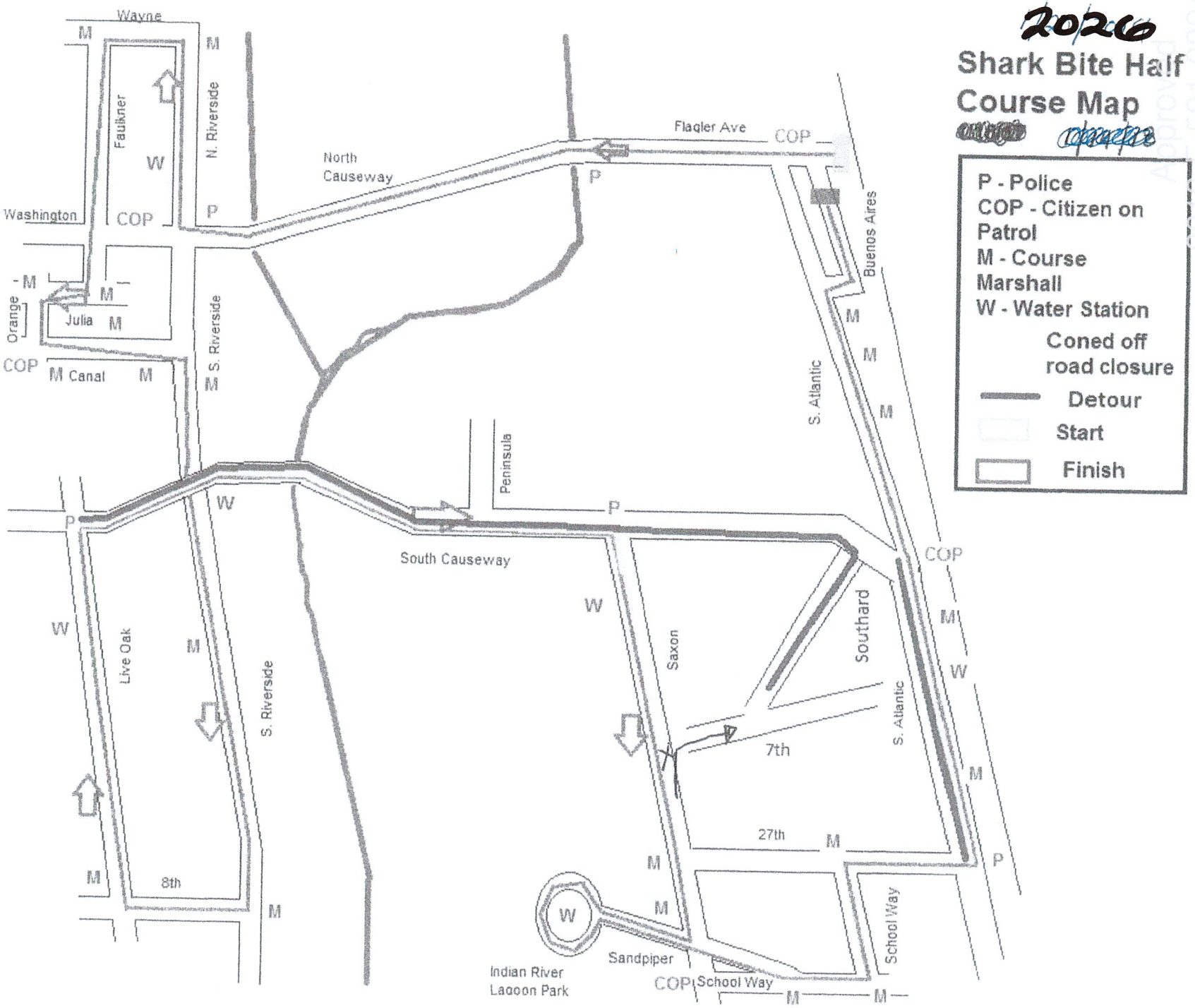
Safety/Security plan provided by: Joe Matuszczak/ Red Pointer/ Shark Bite Half

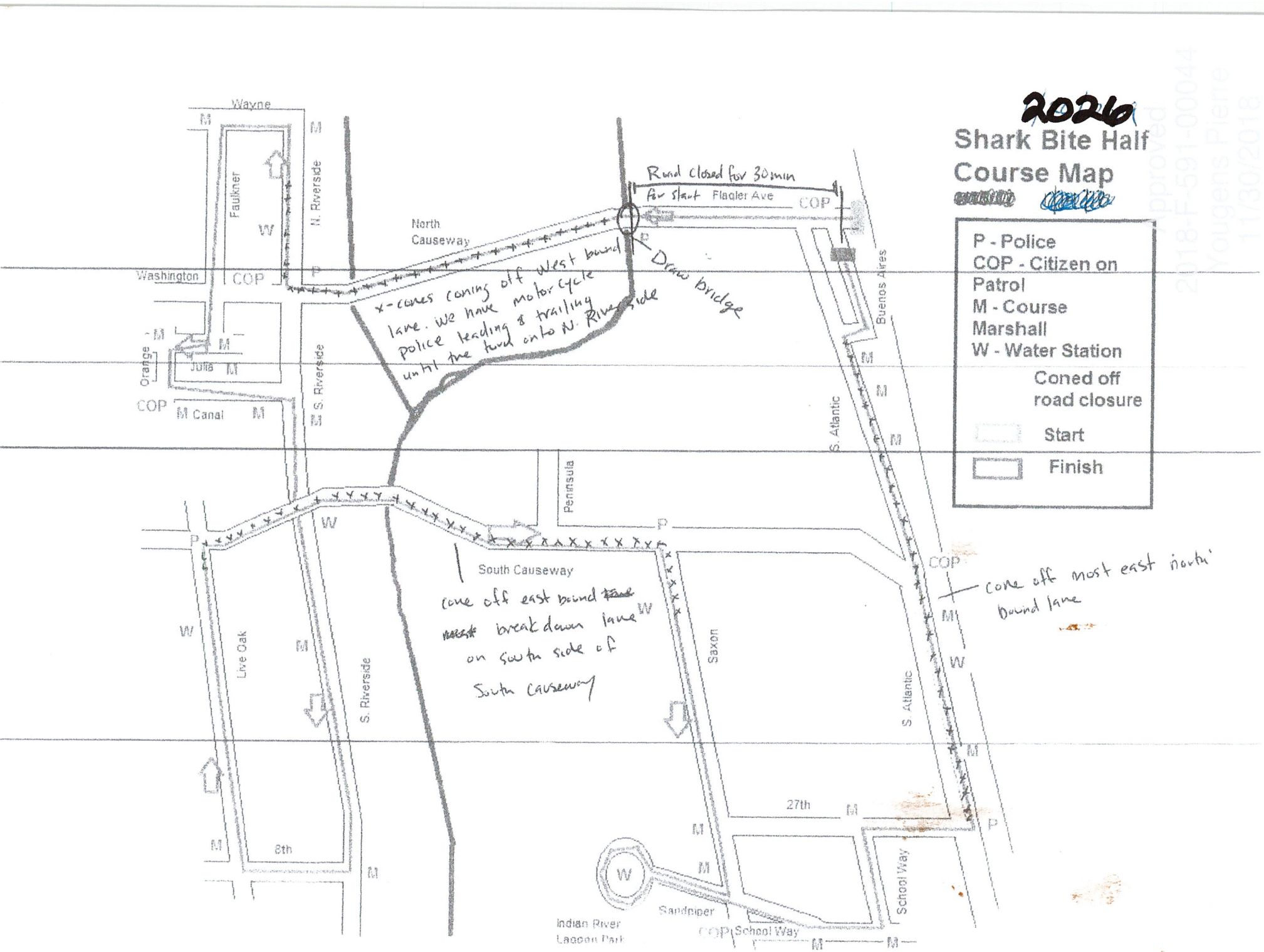


Shark Bite Half Marathon
Festival Area & Beer Garden

2026

Shark Bite Half Course Map




2026
Shark Bite Half
Course Map
P - Police
COP - Citizen on Patrol
M - Course Marshall
W - Water Station
Coned off road closure
Start
Finish
Road closed for 30 min for start
Flagler Ave
COP
Draw bridge
x-cones coning off west bound lane. We have motorcycle police leading & trailing until the turn onto N. Riverside
cone off east bound break down lane on south side of South Causeway
cone off most east north bound lane
Wayne
Faulkner
N. Riverside
North Causeway
Washington
Orange
Julia
Canal
S. Riverside
Peninsula
South Causeway
Live Oak
8th
Saxon
27th
Buenos Aires
S. Atlantic
School Way
Sandpiper
Indian River Lagoon Park
Approved
2018-F-591-00044
Yougens Pierre
11/30/2018

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE ATLANTIC CENTER FOR THE ARTS' CONCERT ON APRIL 12, 2025.

April 8, 2025

Background:

The Atlantic Center for the Arts is hosting a concert featuring Nestor Torres and a variety of other artists on April 12, 2025. There will be admission charged to the concert and food and beverage will be sold during the event. Setup for the event begins at Noon, the event starts at 6 pm and will end at 10 pm. Breakdown of the event will be complete by 11:30 pm. The sound system for the event will be provided by Concert Works. The ACA will obtain a temporary license to sell alcohol for this event. The ACA will hire security for this event.

Fiscal Analysis:

Building Dept. Major Special Event fee

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Atlantic_Center_for_the_Arts_Concert_Special_Event_Application.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: ACA Concert

Event Date: April 12, 2025

Contact Information: Jennifer Coolidge

Brief Event Description: Concert At ACA

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	4/1/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	4/1/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	4/1/25
	Fire Department	386-402-7631	slane@cityofnsb.com	4/1/25
See attached email	Police Department	386-424-2297	whelms@cityofnsb.com	4/2/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	4/1/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	4/1/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Dept - Apply for major Event permit.

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 4/8/25

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Salazar, Robert

From: Helms, William
Sent: Wednesday, April 2, 2025 8:28 AM
To: Salazar, Robert
Subject: FW: ACA Concert - Info Needed
Attachments: ACA Live Concert Map.pdf

I have reviewed the site map and security plan. I don't see any issues with this event.

APPROVED.

Thank you,

Sergeant William Helms #1572
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2297
Whelms@cityofnsb.com
www.cityofnsb.com

From: Jennifer Coolidge <jcoolidge@atlanticcenterforthearts.org>
Sent: Tuesday, April 1, 2025 3:29 PM
To: Helms, William <whelms@cityofnsb.com>
Cc: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: RE: ACA Concert - Info Needed

CAUTION: EXTERNAL EMAIL

Sergeant Helms,

Thank you for your call today.

Attached is a map of the event and timeline which includes security plans.

Please advise if there are any adjustments we should provide.

Best regards,

Jennifer Coolidge
Executive Director
e: jcoolidge@atlanticcenterforthearts.org
p: (386) 427-6975 x15

ACA
Atlantic Center for the Arts

Atlantic Center for the Arts | 1414 Art Center Avenue, New Smyrna Beach, FL 32168 | t. (386) 427-6975
ACA: Arts on Douglas, Downtown Offices & Yurick Studios | 123 Douglas Street, New Smyrna Beach, FL 32168 | t. (386) 428-1133
IMAGES: A Festival of the Arts | 214 South Riverside Drive, New Smyrna Beach, FL 32168 | t. (386) 423-4733

Vision:
ACA enriches lives through the joy and power of the arts.

Mission:
ACA inspires and nurtures creativity through interdisciplinary artist residencies, dynamic artist collaborations, community engagement, and self-discovery within the experience of nature.

Values:
We believe in the values that our founder Doris Leeper embraced.
- The creative spirit must be nurtured.
- There is a powerful connection between the arts and the natural environment.
- Supporting artists creates innovation and capacity, both locally and globally.

These are the values that Atlantic Center for the Arts continues to preserve and protect.

From: Helms, William <whelms@cityofnsb.com>
Sent: Tuesday, April 1, 2025 1:49 PM
To: Jennifer Coolidge <jcoolidge@atlanticcenterforthearts.org>
Cc: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: ACA Concert - Info Needed

You don't often get email from whelms@cityofnsb.com. Learn why this is important

Hi Jennifer,

Please provide security plan where alcohol sales are going to be located and how its going to be contained. Need to have personnel located at entrances/exits to ensure alcohol is contained to the specific area. Please provide a site map where everything is located in the event.

Thank you,

Sergeant William Helms #1572
Special Operations Supervisor
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168

Office: (386) 424-2297
Whelms@cityofnsb.com
www.cityofnsb.com

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

Special Event Application

Form Submission ID: 20801245
Submission Date/Time: 03/26/2025 at 8:02 pm
Form Status: New
Patron Email Address: jcoolidge@atlanticcenterforthearts.org
Name: Jennifer Coolidge

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Concert with Nestor Torres

Name of Producer and/or Promoter

Atlantic Center for the Arts

Type of Organization

Non-Profit

Address

1414 Arts Center Avenue

City

New Smyrna Beach

State

Florida

Zip Code

032168

Work Phone

(386)956-5839

Home Phone

(386)427-6975

Fax

3864276975

Special Event Application

Website

www.atlanticcenterforthearts.org

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Jennifer McInnes Coolidge

Address

1414 Arts Center Avenue

EVENT INFORMATION:

Date(s) Requested

April 12, 2025

Location of Event

Atlantic Center for the Arts

Description of Event

Concert, food and beverage

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

Yes

Will fees be collected on-site before/during the event?

Yes

Event Date:

04/12/2025

Event Start Time:

Special Event Application

06:00 pm

Event End Time:

10:00 pm

Set Up Start Time:

12:00 pm

Setup End Time:

03:00 pm

Breakdown Start Time:

10:30 pm

Breakdown End Time:

11:30 pm

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

email

Anticipated number of attendees?

175

Have you held this event in the City of New Smyrna Beach previously?

No

If yes, when?

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Nestor Torres; Johnathon Joseph, Yandy Garcia, Jorge Luis Sosa, Edwin Boinlima with Anthony Gonzalez, Manager

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Concert Works

Type of System:

Self contained sound reinforcement

Sound Start Time:

07:00 pm

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Zenith Insurance Co.

Policy Number

2134562108

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

2

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

food and beverage - t-shirts and cd's

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Atlantic Center for the Arts (temporary license)

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Newspaper,Radio,Internet

Telephone number to be released for public information

3869565839

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

Florida

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

none

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

hiring security

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Jennifer Coolidge 3869565839

Contact Name & Phone Number (2):

Kate Miller 4404203670

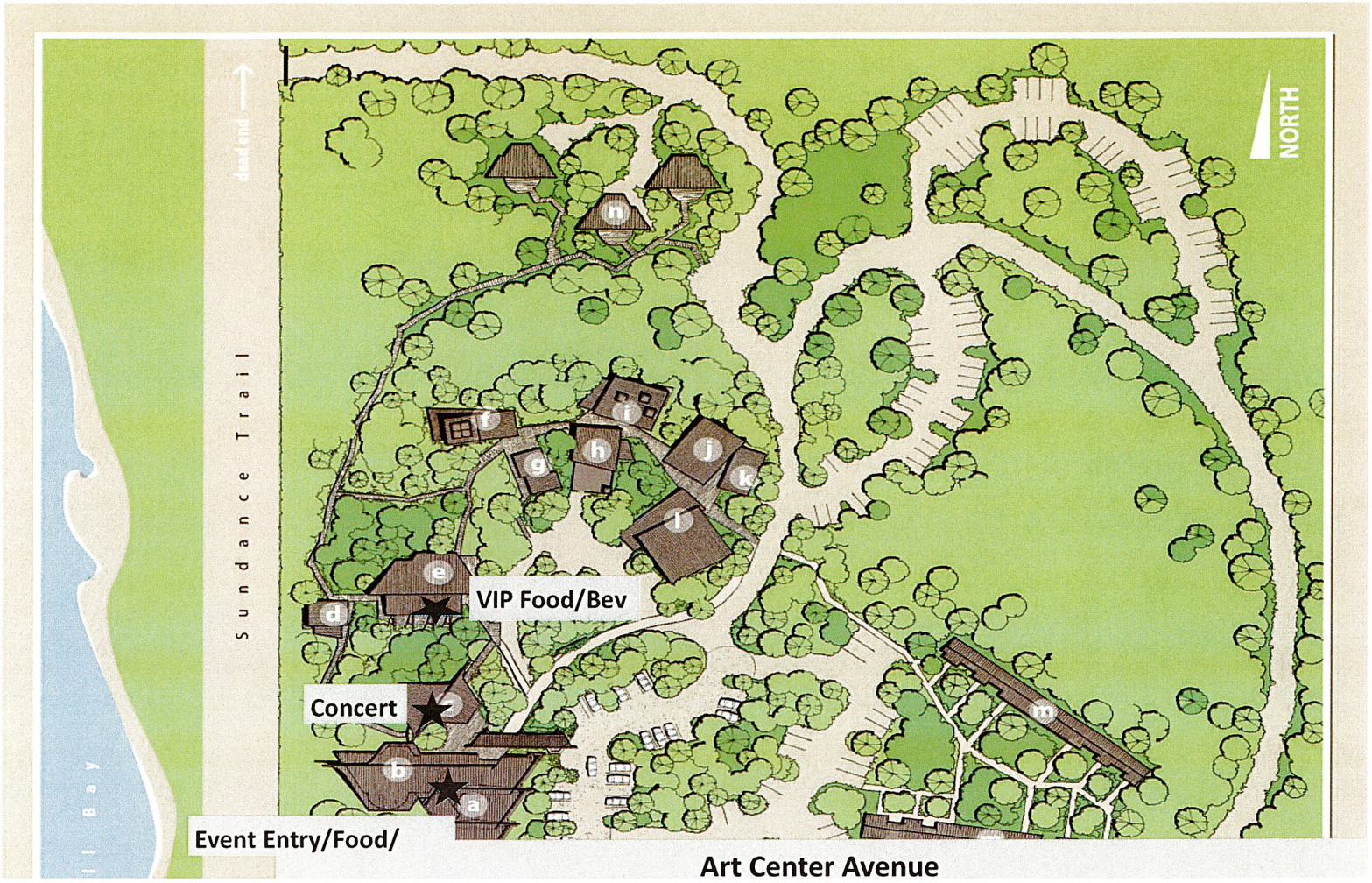
I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Jennifer Coolidge

Date:

03/26/2025



ACA Live Concert Map—April 12, 2025

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e. Whatmore Commons– VIP—Lounge—Food and Bev.

c. Urban Amphitheater– Concert

a. Pabst Visitor Center and Gallery– Food and Bev.

Plan timeline: 5:30 pm entry gate opens for parking (gate will be include entry personal)

Foot patrol provided by staff and volunteers throughout the event and post event.

Front Gates are closed at 7:30 pm

Alcohol sales occur in Pabst Visitor Center

Concert ends at 8:30 pm

Bar services ends at 9:00 pm

Gate automatically closes on exit with no re-entry access

Staff security through out the event. Paid contract security will be hired if required.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO REVIEW AND CONSIDER THE APPROVAL OF A SPECIAL EXCEPTION TO ALLOW A BOAT AND RV STORAGE FACILITY TO OPERATE IN THE B-3 ZONING DISTRICT, LOCATED AT 666 DORA STREET.

April 8, 2025

Background:

A. Applicant: Jennifer Cornelius, 307 Columbus Avenue, New Smyrna Beach, FL 32169
B. Property Owner: NSB Boat and RV Storage, LLC , 307 Columbus Avenue, New Smyrna Beach, FL 32169
C. Request: Special Exception approval to allow a boat and RV storage facility to operate in the B-3 zoning district
D. Site Information: The parcel is zoned B-3, Highway Service Business District and is located on the west side of Dora Street, with Pecan Street to the west, Wayne Avenue to the north, and Vineyard Lane to the south.
E. Exhibits:
Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Pictures

Findings:

The Planning and Zoning Board voted 4-1 (two members were absent) to recommend the City Commission approve the Special Exception application at their March 3, 2025 meeting. At this point in time, what is requested to be approved is the boat and RV storage *use*; there will still be a site plan review and approval process that will require a landscape plan and stormwater requirements to be met.

One issue that is not proposed to be met by the applicant is a requirement of the B-3 zoning district regarding fencing around a boat and RV storage facility. The applicant has already installed a fence around the parcel that does *not* meet the minimum requirements. Boat and RV storage facilities are required to have a "fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." The fence is "open" for the entirety of its 6' of height, thus there is no buffer between the business and the adjacent residential units. The applicant proposes a landscape buffer in lieu of the fence, as detailed below.

The remainder of the staff report is the same as the Planning and Zoning Board reviewed, with the difference being that recommendation has been altered to only address the

fence/buffer issue.

Two phone calls have been received from people on the street opposed to the Special Exception. One received a notification of the meeting, and another was further down the street but heard about the Special Exception request from another person that received a notification. The former's concern was mainly opposed boats potentially being pulled in and out of the lot at all hours, and the other expressed concern about the potential for fires in the boats that close to people's residences.

A. The applicant purchased 666 Dora Street in April, 2024. The property had a house on it with several accessory structures, which all but one shed have been torn down. To the north and south are properties with single-family houses. This area is zoned B-3 Highway Service Business District, which does not include single-family homes as a permitted use, thus all of the remaining single-family homes in the zoning district are now non-conforming uses, which means that they are permitted to remain on the property but could not be rebuilt as a residential use if removed voluntarily.

B. The parcel is 100' X 170', 17,000 square, or 0.39 acres. The intent of the B-3 zoning district is "intended for application along highways carrying large volumes of traffic where establishments may locate to serve large sections of the city and the persons traveling in vehicles." Dora Street is one block west of US 1. To the west is Pecan Street, which is directly across from the railroad tracks.

C. The applicant applied for a permit to put a solid, 6.0’ tall fence around the perimeter of the lot. The City’s Land Development Regulations do not allow solid fences to be built directly along front property line, as it obstructs the “visibility triangle,” essentially a zone that requires site lines to not be blocked by an obstruction such as a shrub or a solid fence. As there are private residences to the north and south, a solid fence would block their view of traffic-either vehicular or pedestrian- going down the street. Instead of erecting a fence that allowed visibility near the front property lines, the applicant put in fencing 6.0’-tall rail fencing around the whole lot, at the property line.

D. Unfortunately, per the Special Exception requirements to allow outdoor storage in the B-3 zoning district, “outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas *will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open*.” As noted above, the

property does not have a fence that is solid for the first 4.0’ of height, with the top two feet open. There is a vertical rail fence along the perimeter of the property, thus this requirement is not currently met. Please see **Exhibit C** for pictures of the parcel.

E. In an effort to comply with the intent of the Special Exception requirement for fencing, the applicant proposes to add landscaping on the inside of the fence. The proposed plant is Clusia, which forms a solid hedge and will grow more than 4.0' tall. In the visibility triangle, the vegetation cannot exceed 3.0' in height, to not obstruct lines of sight. In addition to the current lack of required buffer for the neighbors. A 5.0'-wide buffer is required along the front property lines. Further, the parcel is 17,000 square feet in size. The LDR requires parcels to have at least 1 tree per every 2,500 square feet. There are currently no trees on the parcel. Planting 7 trees is a recommended condition of approval.

F. Another issue that will have to be addressed at site plan will be a stormwater plan, reviewed and approved by the City's engineering department. This too is a recommended condition of approval.

G. The proposed site plan is included as **Exhibit D**. There is a roll gate along Pecan Street, which will facilitate traffic further from the adjacent houses along Dora Street.

H. In addition to the fence requirement in the Special Exception requirements, there are three criteria that must be met for all Special Exceptions. These include:

a. The requested use is listed among the special exceptions in the district for which application is made;
b. The requested use will not impair the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare; and
c. Adequate utilities, access roads, drainage, sanitation, and/or other necessary services and facilities are, or will be, available or provided for the proposed use.

I. The proposed use meets items a. and c., the second criteria, regarding impairing the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare is debatable. Currently, the parcel is devoid of trees, has no stormwater system, and does not have the necessary fencing so adjacent houses to buffer the moving of boats and RVs in close proximity to private residences.

Recommendation:

As noted above, the fence that is in place *does not* meet the Special Exception

requirements, as the "outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open. A fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." There is also a 3' buffer requirement on the sides, but the fence is built to the property lines, therefore the landscape buffer, which is proposed to be inside the fence, in lieu of installing the required fencing, will be inside the fence, instead of outside of a fence that is solid for the first 4' of height.

Staff can recommend approval of the project provided one of two modifications to the site plan are met prior to the business beginning to operate. These include either developing a landscape plan that includes a vegetative buffer (with irrigation) at least 4' in height when planted (with irrigation), or add a 4' tall fence outside the visibility triangles along Dora and Pecan Street, in conformance with the B-3 requirement for boat and RV storage facilities.

Fiscal Analysis:
N/A

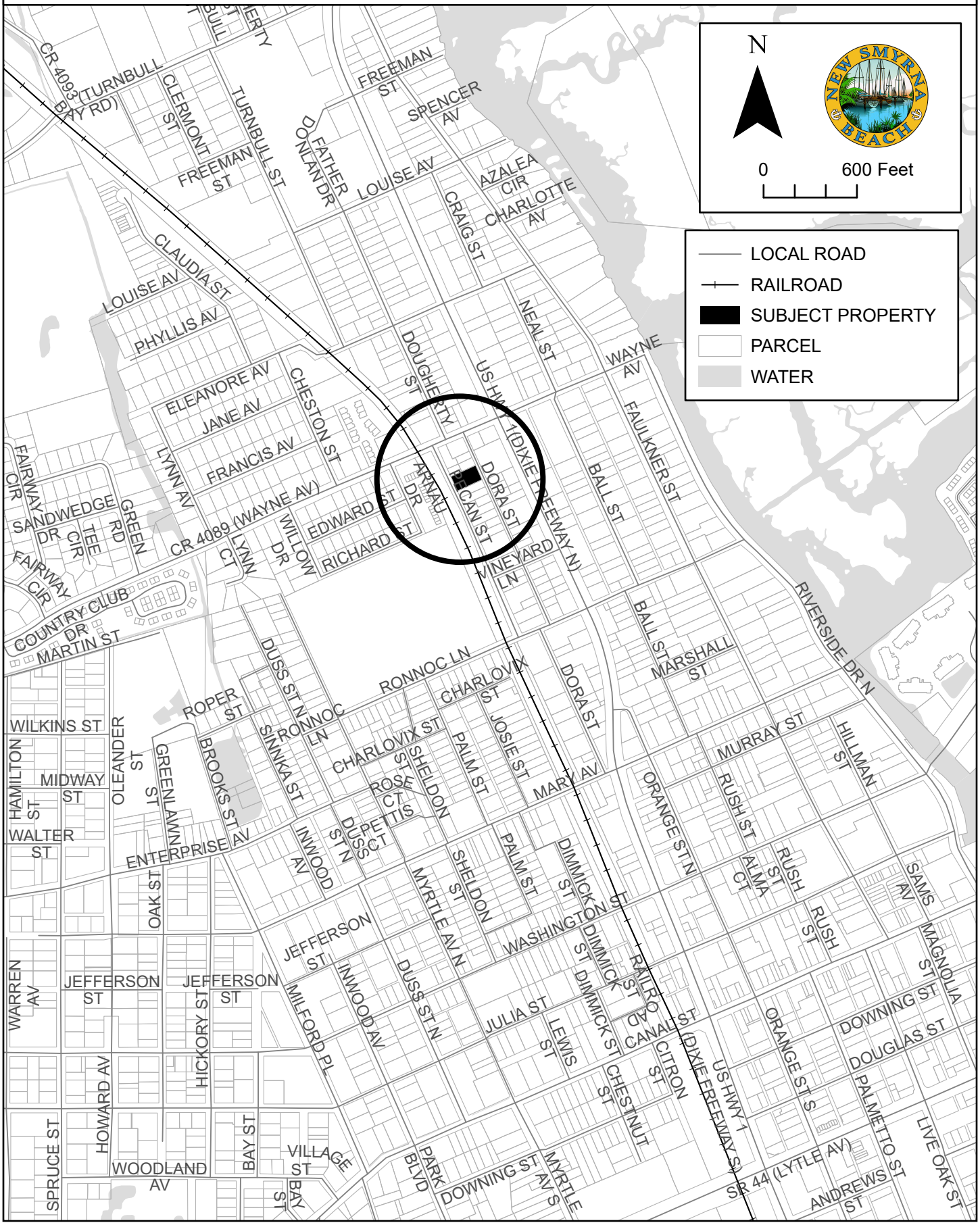
Strategic Plan Item:
No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Pictures .pdf
Exhibit D 666 Dora St. Site Plan.pdf

SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 LOCATION MAP



SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 AERIAL MAP



Exhibit C



Looking east along south property line



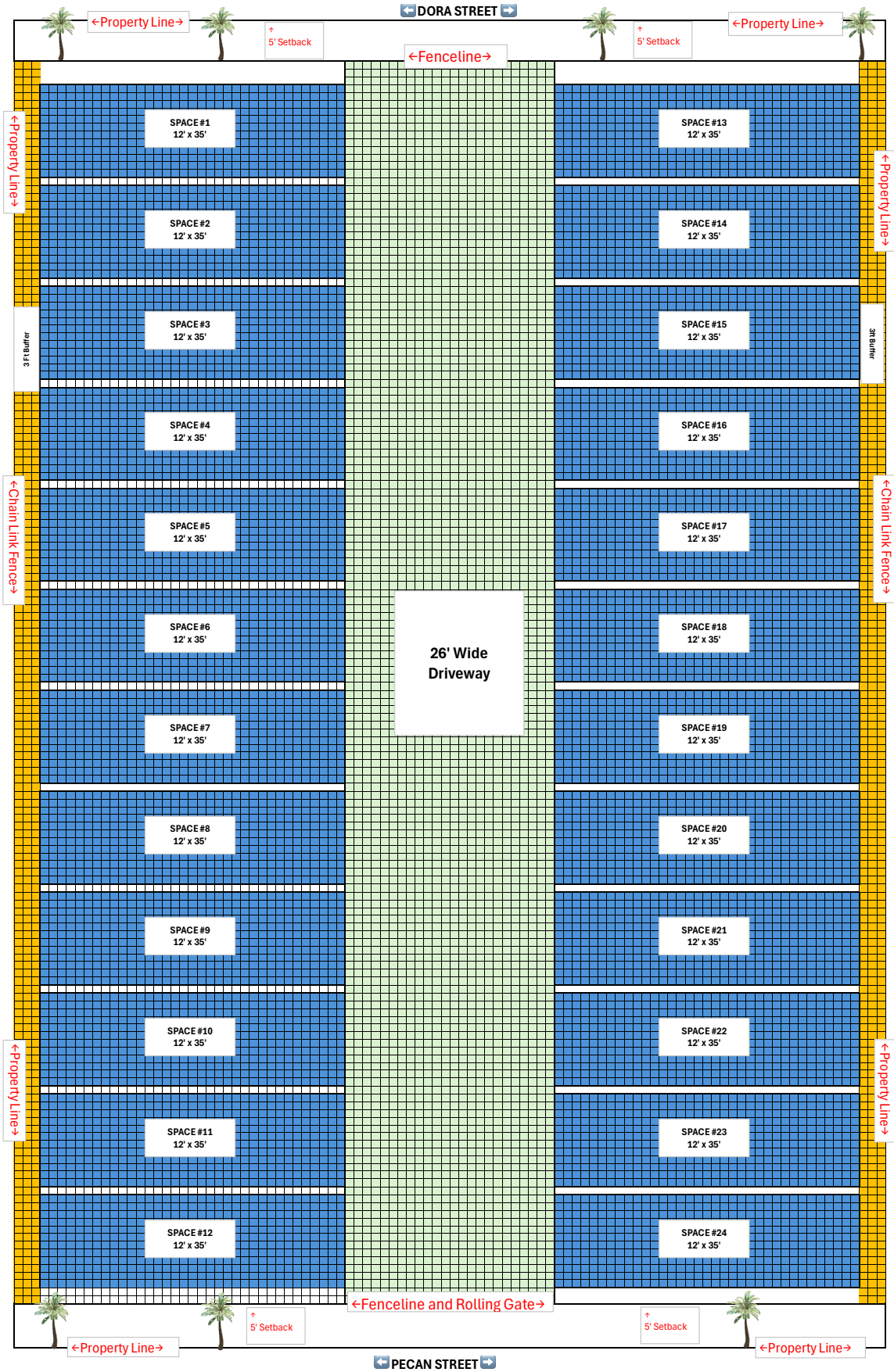


Aerial looking west (12/25/24)

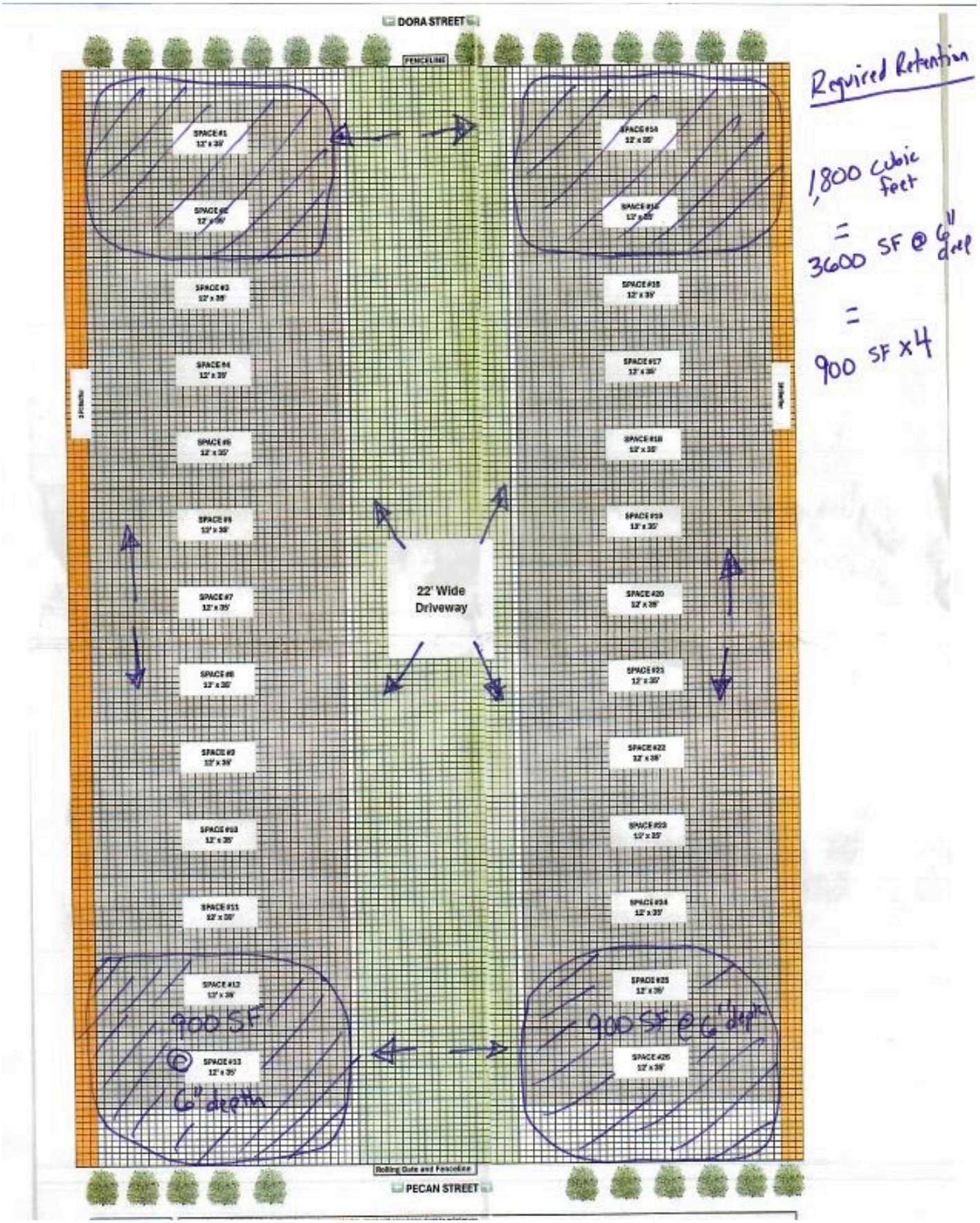


From south side of Dora

666 Dora St - Site Plan



666 Dora St - Stormwater Drainage Plan



Planned Site Use:

We plan to store small boats and trailers only.

Fencing Requirements:

The fencing that was installed on all 4 sides of the lot has been permitted and approved by the City of NSB. Since we have now been told that the fence should be solid the first 4' up we are proposing to add a privacy covering to the existing fence. The weatherproof covering as pictured below is durable and designed to withstand UV rays, intense winds, freezing temperatures, rain and humidity. The top 2 ft of fence on all sides will remain open as required.





THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 16-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CLIFF BERRY INC.

April 8, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(6), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is Cliff Berry Inc's Non-Exclusive Franchise Ordinance application form and applicable attachments. Cliff Berry Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to Cliff Berry Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance relates to procurement of collection and disposal of construction and demolition debris services.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Cliff Berry Inc Non Exclusive Franchise Agreement.pdf
Cliff Berry Inc COI.pdf
Cliff Berry Inc BTR.pdf
Business Impact Estimate - Ord 16-25 Non-Exclusive Franchise - Cliff Berry, Inc.pdf
Ord 16-25 Non Exclusive Franchise - Cliff Berry, Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 3/10/2025

Applicant Name: _____

Business Name: Cliff Berry, Inc.

Address: 5855 Industrial Drive, Cocoa FL 32927

_____

Telephone: 954-763-3390 **Fax:** 954-763-8375 **E-Mail:** compliance@cliffberryinc.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): See attached list

_____

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Dependant upon coverage

Address: See attached COI

_____

Policy Number: See attached COI

Applicant's Signature: _____

Applicant's printed name: Patrick Collins

Applicant's Title: EVP/COO

Proposed Disposal Sites
City of New Smyrna Beach
Construction and Demolition Roll-Off Service
Non-Exclusive Franchise Ordinance Application

1. CBI Miami
   3033 NW North River Drive
   Miami, FL 33142
   Tel: 954-763-3390

2. WMI Okeechobee
   10800 NE 128th Avenue
   Okeechobee, FL 34973
   Tel: 866-676-7150

3. Orange County Landfill
   5901 Young Pine Road
   Orlando, FL 32829
   Tel: 407-836-6601

4. Samsula Landfill
   363 State Route 415
   New Smyrna Beach, FL 32168
   Tel: 386-423-6769

5. Waste Connections
   1501 Omni Way
   St. Cloud, FL 32773
   Tel: 407-891-3720

CLIFBER-01 SANTIAGOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: James Janner
Insurance Office of America 500 W. Cypress Creek Road Suite 760 Fort Lauderdale, FL 33309	PHONE (A/C, No, Ext): (954) 334-2395 23915 FAX (A/C, No): (954) 318-1383 E-MAIL ADDRESS: James.Janner@ioausa.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cliff Berry, Inc. 851 Eller Drive P.O. Box 13079 Ft. Lauderdale, FL 33316	INSURER A : South Carolina Department of Insurance	
	INSURER B : XL Specialty Insurance Company	37885
	INSURER C : Indian Harbor Insurance Company	36940
	INSURER D : Zurich American Insurance Company	16535
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GEC3002600	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS-90 X CA-9948			AEC0067537	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UEC0067540	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WEC3002599	12/31/2024	12/31/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof & Poll Liab			PEC0067544	12/31/2024	12/31/2025	Each Occ: $10M / Agg	10,000,000
D	Property			CPP 0289908-07	12/31/2024	12/31/2025	Leased/Rented Equip.	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thirty (30) days notice of cancellation, except ten (10) days notice in the event of non-payment of premium. Workers' Compensation includes USL&H and Jones Act/Maritime Coverage. USL&H Coverage applies in Florida only. Transported Cargo Pollution and Professional Liability is included in PEC0067544. The Certificate holder is an additional insured on a primary and non-contributory basis with respects to General Liability and Contractors Pollution Liability per forms CG20101219, CG20371219, EVPCPoc307c 0618; Auto Liability per form XIC4111013 and Excess Liability on a follow form basis, if required by written
contract. A waiver of subrogation applies in favor of The Certificate holder with respects to General Liability per form CG24531219, Contractors Pollution Liability and Professional Liability per form EVPCPocCP 0424, Auto Liability per form CA04441013, Excess Liability on a follow form basis, and Workers' Compensation per form WC0003130484, if required by written contract. Excess Liability is "follow form" as respects the primary General, Automobile and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of New Smyrna Beach
Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CLIFBER-01 SANTIAGOR

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America		Cliff Berry, Inc. 851 Eller Drive P.O. Box 13079 Ft. Lauderdale, FL 33316 Broward
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Employer's (WC) Liability policies. Auto policy AEC0067538 has the same insurer, limits, policy period and terms and conditions as the above policy AEC0067537 (issued for different classes of vehicles).

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ENDORSEMENT #007

This endorsement, effective 12:01 a.m., December 31, 2024, forms a part of

Policy No. AEC0067537 issued to CLIFF BERRY, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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ENDORSEMENT #007

This endorsement, effective 12:01 a.m., December 31, 2024, forms a part of

Policy No. AEC0067538 issued to CLIFF BERRY, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIFF BERRY, INC.
Endorsement Effective Date: December 31, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CLIFF BERRY, INC.
Endorsement Effective Date: December 31, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

ENDORSEMENT #012

This endorsement, effective 12:01 a.m., December 31, 2024 forms a part of

Policy No. PEC0067544 issued to CLIFF BERRY, INC.

by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULE FOR JOB SITE COVERAGE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND POLLUTION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION III - DEFINITIONS, M. **Insured**, Subsection 9., is amended to include the following:

Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, each person or entity listed in the Schedule below, but only for:

a. a **Pollution Condition** caused by **Contracting Services**; and

b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**.

Schedule:
CLIFF BERRY & ASSOCIATES, INC.
CB-SIX, INC.
CLIFF BERRY FAMILY LTD. PARTNERSHIP
C-2 HOLDINGS, INC.

All other terms and conditions remain the same.

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L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional** or **Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or

2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Policy No. WEC3002599
Endorsement No.
Premium Included
Insured
Cliff Berry, Inc.
Insurance Company
XL Specialty Insurance Company
Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 12-31-2024, forms a part of

Policy No. GEC3002600 issued to Cliff Berry, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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2024 - 2025

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
9670245

THE PERSON(S), OR ENTITY BELOW:
CLIFF BERRY INC
P.O. BOX 13079
FORT LAUDERDALE, FL 33316

BUSINESS PERIOD: **October 01, 2024 - September 30, 2025**
EXPIRES: **SEPTEMBER 30, 2025**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA
CLIFF BERRY INC

LOCATION:
5855 INDUSTRIAL DR
COCOA, FL 32927

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

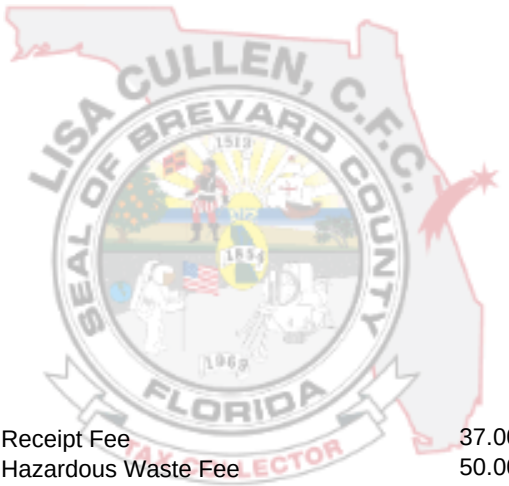
UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
CLIFF BERRY INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

470395	MISC. SPECIALTY SERVICE
590501	HAZ WASTE GEN. SURCHARGE
820005	RECEIPT AMT



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 721-24-00000926 09/04/2024 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 16-25 Non-Exclusive Franchise - Cliff Berry, Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 16-25 authorizes Cliff Berry, Inc to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One, Cliff Perry, Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 16-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO CLIFF BERRY, INC., TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Cliff Berry, Inc., a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Cliff Berry, Inc., a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Cliff Berry, Inc., a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, Cliff Berry, Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United

States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held April 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 3/12/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 16-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

CLIFF BERRY, INC., A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **CLIFF BERRY, INC.**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 15-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED AT THE SECOND READING AND PUBLIC HEARING, WOULD REPEAL AND REPLACE SECTION 604.04 LANDSCAPING REQUIREMENTS AND 604.051 TREE PRESERVATION OF THE LAND DEVELOPMENT REGULATION.

April 8, 2025

Background:

The Planning Department retained Vanasse Hangen Brustlin (VHB) to update Section 604.04, Landscaping Requirements and 604.051, Tree Preservation of the Land Development Code (LDR). At the July 1, 2024, City Commission Workshop, the Commission reviewed and discussed updating Section 604.04 and 604.051 of the LDR and directed staff to move forward with the proposed updates.

At its regularly scheduled meeting on March 3, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to City Commission to approve the requested Land Development Regulation amendment.

Exhibit A: NSB Landscape Code Recommended Language Underlined
Exhibit B: NSB Landscape Code Recommended Language Clean
Exhibit C: Landscape Code Crosswalk Narrative

Findings:

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices.

Highlights of the new Section 604.04 Landscaping Requirements and 604.051 Tree Preservation includes:

- Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city.
- Outline specific requirements for landscape plans across different types of

developments, ensuring consistency and adherence to city standards.
- Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems.
- Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses.
- Enhance tree preservation standards to protect existing trees during development.
- Introduce incentives for developers to retain mature trees and incorporate them into site designs.
- Define clear procedures for tree removal permits and replacement requirements.

The proposed changes to Sections 604.04 and 604.05 aim to create a more sustainable and aesthetically pleasing urban environment. By adopting these standards, the city will promote responsible development practices that prioritize environmental stewardship and community well-being.

Recommendation:

Staff recommends the City Commission conduct the First Reading of Ordinance No. 15-25 and advance it for adoption at Second Reading.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A: NSB Landscape Code Recommended Language Underlined 3-28-25.pdf
Exhibit B: NSB Landscape Code Recommended Language Clean 3-28-25.pdf
Exhibit C: Landscape Code Crosswalk Narrative VHB.pdf
Ord. No. 15-25 Landscape and Tree Protection.pdf
Business Impact Estimate - Word (002).docx
NSB Landscape Presentation 4-8-25.pptx

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. *Stop work orders.*

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and
8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:
    a. All new construction;
    b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);
    c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;
    d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

a. *Single Lot: One and Two Family*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved, landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5′) feet abutting residentially zoned properties when a six (6′) foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

604.051 Tree Preservation:

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

(2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	**Minimum Specimen Tree Protection Requirement**
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with

the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications*. The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard*. New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property*. All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

   c. Trees requiring permits for removal and may require mitigation.

      The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

      (1) All specimen trees.

      (2) All historic trees (permit must be issued by City Commission.)

      (3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications*. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

   a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an

application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

   The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

   In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

   (1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

   (2) The specific reasons stated by the property owner for removal of the trees.

   (3) The length of time the land has been in agricultural production.

   (4) Whether the agricultural use has been continuous.

   (5) The size of the area as it relates to efficient agricultural production.

   (6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

   (7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. Replacement Trees.

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting*.

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in

diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the-Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal*.

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. Stop work orders.

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

Landscape Code Crosswalk

Intent

This section is entirely new. It provides general basis for the application of this code and it's underlying principles.

Applicability

This section is entirely new. It identifies applicability for this code as well as exemptions.

General Requirements

Landscape Plan: New sections to detail what should be provided as part of a landscape plan for new and existing single lots, subdivisions, multi-family, commercial, and industrial uses. How it is reviewed (an existing process).

Landscape Material Standards: This is a new section that describes the quality of landscape materials, it consolidates existing standards with updated language for new trees, shrubs, and ground covers. This section expands on Florida Friendly Landscaping (FFL) requirements, tree standards, and what types of grasses are approved, and synthetic materials.

Maintenance: maintenance responsibilities are existing requirements of the code. Additional requirements have been added to include a general requirement to maintain landscaping in healthy condition and directions for tree pruning.

Sodding: These is existing requirements for common spaces. Minimal changes.

Non-Vegetative Materials: fully new section to provide guidance for the use of stone, gravel, and artificial turf as part of a landscaping plan.

Utilities: Fully new section to provide guidance for landscaping near utility easements. This guidance is to generally avoid utility areas, but also allows for reductions to other sections of this code if avoidance is not possible/desirable.

Minimum Landscape Standards: This section defines the landscaping requirements for a given use. It is a mix of existing code and new requirements.

Two change to this section for single family residences is the increase in the required plantings for single family lots, including a requirement for canopy tree plantings. Additionally, a prohibition on the removal of trees from the setbacks of single family lots has been added.

Minimal changes have been proposed with regard to the planting requirements for new subdivisions.

Multifamily and non-residential requirements are new text that specify a percentage of minimum landscape area.

Parking area requirements are mostly existing text. A new section has been added to define when landscape islands are required, their size, and planting requirements.

Special uses: This is a section that consolidates any special landscaping requirements that exist within the zoning code. It is primarily existing language, except where a standard needed to be made uniform for hedges near day cares.

Landscape Buffers

This section is almost entirely new. It describes buffer areas, who is responsible for them, planting and access requirements. This section also includes a matrix of zoning districts that describes the minimum buffer width and planting requirements (per 100 linear foot of the buffer area) for adjacent properties.

Tree Preservation

Most tree preservation requirements have been maintained. Expanded this section's applicability and added an allowance for removal of invasives with administrative approval. Minor edits for organization and consistency are also in this section.

Tree Removal and Replacement: minor changes to applicability section for clarity sake additional changes were made for consistency with minimum replacement trees in non-agricultural zones. Minimal changes for agricultural classifications.

Replacement Trees: Changed the replacement tree calculation, added a new section to allow credit for tree preservation, and clarified replacement tree requirements for consistency. This section also changes the cost of replacement tree assessment rates.

Permitting: A new section for tree removal application requirements for singular lots has been added. Removal guidelines for Class II and III site plans has been expanded upon. The majority of the permitting section is existing or only slightly modified text.

Violations and Penalties: This section has been heavily modified to provide guidance for assessing the damages for tree removal violations. A new section for payments into the City's Tree Mitigation Fund has been created.

Appeals: This section has only been minorly edited for consistency.

Other Areas of the LDC

These changes allow for the removal of several sections of other articles due to consolidation with the into a singular landscaping code.

Article VIII: Individualized landscaping standards tied to specific uses are moved from sections 801.02 – 801.30 to the new Landscaping Code. Other codes that reference the Landscaping Code (604.04) or Tree Preservation Code (604.051).

Article X: Subdivision Landscaping improvements (1006.00) have been consolidated in the Landscaping Code.

Article XI: Minimum Site Improvements (1105.00) have been included the Landscaping Code.

ORDINANCE NO. 15-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; REPEALING AND REPLACING ARTICLE VI, DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS, SECTION 604.04, LANDSCAPING REQUIREMENTS AND SECTION 604.51, TREE PRESERVATION, TO UPDATE AND ENHANCE LANDSCAPING AND TREE PRESERVATION REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Land Development Regulations Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements and Section 604.51, Tree Preservation to update and enhance landscaping and tree preservation; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.04, Landscaping Requirements, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

. . .

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.04 Landscaping requirements.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SECTION 2: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VI, Development Design and Improvement Standards, Section 604.051, Tree Preservation, is hereby repealed and replaced to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

ARTICLVI. DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

604.501 Tree preservation.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

. . .

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on April 22, 2025 in the City Commission Chamber, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/2/2024

~~604.04. *Landscaping requirements.*~~

~~A. *Shrubs*. Each residential lot within a subdivision developed after the effective date of this LDR shall have a minimum of ten shrubs preserved or planted on the property. No less than eight of the shrubs shall be located in front of the home. The shrubs shall be a minimum of 18 inches in height. No certificate of occupancy shall be issued until this requirement has been met.~~

~~B. *Landscape plan.* A landscape plan, signed and sealed by a landscape architect, shall be submitted with each site plan. The plan shall indicate the type, size, and location of plant materials, and shall include plans and specifications for an irrigation system. Two sketch landscape plans shall be prepared at the site by the architect or engineer in collaboration with the city manager or his/her designee. One plan is then given to the city manager or his/her designee and the other plan is used by the architect or engineer in preparing the final landscape plan to be submitted with the site plans to the planning department.~~

~~The final landscape plan shall be reviewed by the city manager or his/her designee and no building permit shall be issued by the building department for any building until the plan is approved and the following steps have been taken: (1) a land clearing permit has been issued by the city engineer; (2) existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the city manager or his/her designee. A certificate of occupancy cannot be issued until the city manager or his/her designee has verified to the building official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.~~

~~Any existing residential, commercial, or industrial property that has an existing primary structure, that is replacing the entire existing landscaping, shall at this time meet all current landscaping regulations under Article VI.~~

~~The following regulations shall apply to the landscape plans:~~

~~(1) All plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the city manager or his designee, natural vegetation is adequate to provide the necessary visual screening.~~

~~(2) Tree species shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Also, trees planted within 12 feet of publicly maintained streets or other improvements shall be selected from a "List of Trees" available at the parks and recreation department or shall be a tree species approved by the city manager or his designee.~~

~~(3) Shrubs and hedges shall be a minimum of two feet in height, immediately after planting. Plants shall be spaced no more than three feet apart measured from center to center.~~

(4) Ground covers may include any plant materials that reach an average height of not more than 12 inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

(5) Grassed areas shall be planted with any species of grass common to central Florida. Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

(6) Stone, gravel, cypress mulch, bark, or a mulch approved by the city manager or his designee shall be used in combination with other plants.

C. *Landscaped buffer requirements*. Where a landscaped buffer area is required, the following regulations shall apply:

(1) A landscaped buffer area shall be provided in zoning districts as required in article V. Such buffer shall be not less than seven feet in width unless otherwise specified, measured at right angles to the property line and landscaped with 20 percent trees, 60 percent shrubs and hedges, and 20 percent any combination of materials described in [sub]section 604.05 B.(2), (3), (4), and (6).

(2) When a landscaped buffer area abuts a single-family or two-family zoning classification, it shall include a visual screen constructed of materials as described in [sub]section 604.05 C.(3) or a decorative screening wall or fence.

(3) If plant materials are used for screening, they shall be selected and located to provide, within two years, a visual barrier that is three feet to six feet above the average ground level of the buffer area.

(4) If a decorative wall or fence is used for screening, it shall be six feet high with shrubs or vines planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs and vines shall be planted at intervals of no more than ten feet.

(5) All required landscape buffer plantings shall be placed outside any utility easement.

D. *Commercial buffers.* Required off-street parking areas having off-street parking spaces for more than eight vehicles shall have interior landscaped areas covering ten percent of the total off-street parking area; however, shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area. Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements. The interior landscaped area shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

E. *Irrigation*. All landscaped areas shall be irrigated with a workable underground irrigation system except that areas left natural do not need to be irrigated.

~~F. *Multi-family irrigation*. All multi-family developments containing more than ten units shall use a non-potable water irrigation system for watering landscaped areas.~~

~~G. *Failure to maintain irrigation system*. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the code enforcement officer and citizens code enforcement board.~~

~~H. *Common space sodding requirement*. All common space, whether used for water retention or not, shall be sodded and irrigated.~~

~~I. *Residential sodding within 90 days*. All residential lots shall be fully landscaped no longer than 90 days after a certification of occupancy has been issued for the dwelling unit.~~

~~J. *Property owner's duty to sod right-of-way*. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the road, curb, or sidewalk, to maintain the sod or other approved materials approved by the city engineer.~~

~~K. *Curb to protect landscaping*. All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, than curbing shall be gapped to allow flow of water into and through the grassed landscaped area.~~

604.04 Landscaping

A. Intent:

The intent of this section is to provide minimum standards for landscaping, buffers, and tree protection for the City. The provision and enforcement of these standards enhance the health, safety, and welfare of the citizens of New Smyrna Beach and are designed to meet the following goals:

1. Improving the appearance of the City;
2. Maintaining and protecting property values;
3. Providing an acceptable degree of buffering between abutting property uses;
4. Providing appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris;
5. Providing for the protection and preservation of trees and native vegetation;
6. Ensuring the local stock of native trees and vegetation is preserved;
7. Encouraging Florida-Friendly landscaping principles into landscape design; and

8. Protecting local waterways through the development of environmentally sustainable landscaping practices.

B. Applicability:

1. The types of development listed below, unless exempted, shall comply with the requirements of this code:

   a. All new construction;

   b. Any change of use which results in an increase in the required off-street parking, as determined by the standards in the City's Land Development Regulations (LDR);

   c. All non-residential redevelopment which results in an increased building footprint, reconfiguration or expansion of parking areas (including increasing or decreasing parking spaces), or development of outparcels within an existing shopping center;

   d. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist or surveyor, and obtaining a tree removal permit;

   e. An application for a building permit for a single-family or two-family dwelling proposed on an existing parcel shall include a tree survey or a tree inventory that illustrates the species and diameter at breast height of all trees on site; and

   f. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

2. The following situations are exempt from the requirements of this landscaping code:

   a. Development that occurs within the Corridor Overlay Zone (COZ) zoning district;

   b. Any interior construction, renovation, or remodeling which does not increase the footprint of the building;

   c. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes; and

   d. The removal of underbrush and trees less than four (4) inches measured at DBH.

C. General Requirements:

1. Landscape Plan:

   a. *Single Lot: One and Two Family*

      (1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect or landscape designer (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan illustrating;

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for any proposed irrigation system; and

iv. Required landscape buffer areas per this LDR.

b. *Subdivision, Multi-Family (3 or more units), or Commercial and Industrial*

(1) The name, address, and telephone number of the applicant, as well as a licensed landscape architect (if applicable);

(2) Tree survey illustrating the species, size, and location of all existing trees on site to be removed or preserved; and,

(3) Landscape plan signed and sealed by a licensed landscape architect illustrating:

i. Type, size, and location of all plant materials, in accordance with this code;

ii. Landscape area protection structures (i.e. curbs, planters, or other similar structures);

iii. Plans and specifications for an irrigation system; and

iv. Required landscape buffer areas, in accordance with the City's LDR.

(4) The final landscape plan shall be reviewed by the Development Services Director or his/her designee and no building permit shall be issued by the Building Department until the plan is approved and the following steps have been taken:

i. A land clearing permit has been issued by the City Engineer; and,

ii. Existing trees and vegetation to remain on the property have been flagged by the developer, or his/her designee, and verified by the Development Services Director or his/her designee.

(5) A Certificate of Occupancy cannot be issued until the Development Services Director or his/her designee has verified to the Building Official, in writing, that all landscape and irrigation improvements have been completed in accordance with the approved landscape plan.

c. *Existing Residential, Commercial, or Industrial Property*

The entire replacement of existing landscaping for existing residential, commercial, or industrial property with an existing primary structure, shall at that time be treated as new construction and meet all current landscaping regulations under Article VI. The plan shall indicate the following:

(1) The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer;

(2) Type, size, and location of all plant materials, in accordance with the City's Land Development Regulations (LDR);

(3) Landscape area protection structures (i.e. curbs, planters, or other similar structures);

(4) Plans and specifications for an irrigation system; and

(5) Required landscape buffer areas, in accordance with the City's LDR.

2. Landscape Materials Standards:

a. One hundred percent (100%) of all required landscaping shall be Florida-Friendly Landscaping™ (FFL). The Florida Friendly Landscaping program is a partnership between the University of Florida, Institute of Food and Agricultural Sciences Extension (UF/IFAS Extension) and the Florida Department of Environmental Protection. Detailed information for FFL standards can be found on the IFAS program website or by contacting the Volusia County's local IFAS Extension office at 3100 East New York Avenue, DeLand.

b. All plant materials shall be healthy, well proportioned, disease-free, and pest-free. Additionally, all plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," State of Florida Department of Agriculture, Tallahassee, except where in the discretion of the Development Services Director or his/her designee, natural vegetation is adequate to provide the necessary visual screening.

c. Trees:

(1) Canopy trees shall be a minimum of twelve (12) feet in height and have a minimum caliper of three (3) inches when measured six (6) inches above ground level.

(2) Understory Trees shall be a minimum of eight (8) feet in height and have a minimum caliper of two (2) inches when measured at six (6) inches above ground level.

(3) Trees planted within twelve (12) feet of publicly maintained streets or other improvements shall be selected from Florida-Friendly Landscaping™ or shall be a tree species approved by the Development Services Director or his/her designee.

(4) Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed fifty percent (50%) of the total area under the drip line of the tree. Impervious areas may be no closer than two (2) feet for palm trees and four (4) feet for all other species of trees.

d. Shrubs shall be a minimum of two (2) feet in height, immediately after planting. Plants for the purpose of creating hedges shall be spaced no more than three (3) feet apart measured from center to center, maintaining a minimum of thirty inches (30") in height after the first year of planting.

e. Ground covers may include any plant materials that reach an average height of not more than twelve (12) inches. They may be used in lieu of grass. Ground covers must present a finished appearance and provide reasonably complete coverage at time of planting.

f. Grassed areas shall be planted with any of the following species of grass common to central Florida: St. Augustine (Stenotaphrum secundatum), Bermuda (Cynodon Dactylon), Zoysia (Zoysia Japonica) and Bahia (Paspalum notatum). Such areas shall be sodded, plugged, or sprigged. Sod is required in swales or other areas subject to erosion.

g. Stone, gravel, pine straw, bark, or a mulch approved by the Development Services Director or his/her designee shall be used in combination with other plants. Cypress bark is not an approved material.

h. Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in this section.

3. Maintenance Requirements:

a. All plantings must be maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.

b. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.

c. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to maintain all areas within the right-of-way which do not contain the

road, curb, median, or sidewalk, to maintain the sod or other materials approved by the city engineer.

d. All landscaped areas and irrigation systems must be maintained in perpetuity by the property owner, tenant, or agent according to these regulations at a minimum. Any property owner who does not maintain the landscaped areas in a healthy, neat, and orderly fashion, free from refuse and debris, is subject to action from the Code Compliance department.

4. Sodding:

a. All landscaped common spaces, whether used for water retention or not, shall be sodded.

b. It is the responsibility of the property owner, renter, lessee, or agent, adjacent to the right-of-way to sod all areas within the right-of-way which do not contain the road, curb, or sidewalk prior to the city issuing a certificate of occupancy for a home or other building.

5. Non-Vegetative Materials.

a. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not be considered permanent landscaping.

b. Stone, gravel, artificial turf and rock beds may be used as an accent but shall not require a permit unless they exceed five hundred (500) square feet.

c. Stone, gravel, artificial turf and rock beds that exceed five hundred (500) square feet are permitted subject to obtaining a permit from the Building Department and compliance with the following provisions:

(1) The installation of artificial turf is permitted in all zoning districts and limited to play areas of public/private parks and institutions.

(2) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications and shall be subject to City stormwater requirements.

(3) Installation of artificial turf within public and private rights-of-way is prohibited.

(4) Artificial turf shall not be visible from rights-of-way on residentially zoned properties.

(5) Artificial turf may not be installed within fifty (50) feet of any artificial or natural water body with the exception of swimming pools.

(6) Artificial turf is prohibited within drainage features (e.g. retention ponds, swales, and etc.).

(7) Artificial turf must be installed outside of the drip line of any tree.

(8) Artificial turf shall be considered one hundred percent (100%) impervious surface unless an acceptable maximum impervious area is submitted to and approved by

the City Engineer. The quantity of artificial turf to be incorporated into the landscaping of a property shall be limited by the maximum impervious area for the subject property within the applicable zoning district and location requirements above.

(9) Artificial turf shall consist of materials that appear natural in appearance and color. The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

6. Utilities:

a. Required plantings shall avoid utility easements unless approved by the New Smyrna Beach Utilities.

b. Where the height and location of overhead powerlines requires the planting of small or low growing trees, planting under or adjacent to powerlines shall be approved by New Smyrna Beach Utilities.

c. Required canopy tree plantings in buffer areas that fall within utility easements may be reduced to understory trees at a rate of two (2) understory trees per required canopy tree.

d. Plant materials shall be selected to minimize potential root system damage or interference with public utilities.

7. Minimum Landscape Standards:

a. Irrigation:

(1) Excepting single family lots, all landscaped areas shall be irrigated with a workable underground irrigation system. Areas left in their natural state do not need to be irrigated.

(2) All multi-family developments containing more than ten (10) units shall use a non-potable water irrigation system for watering landscaped areas if available.

b. Residential:

(1) Each residential lot shall contain a minimum of one (1) tree for every 2,000 square feet of lot area or portion thereof (rounded to the nearest whole number. If a lot contains an insufficient number of existing trees to meet this requirement, replacement trees shall be provided. A minimum of 50% of the trees provided must be a canopy tree, as defined by Florida-Friendly Landscaping™. In addition, a minimum of ten (10) shrubs preserved or planted on the property.

(2) Trees located within setbacks may only be removed upon obtaining necessary removal permits in accordance with all other sections of this code. Prior to the

issue of an approved building permit the following trees shall be preserved if located within required setbacks.

i. All historic trees.

ii. All specimen trees

iii. All other non-invasive trees meeting the landscape material standards as described in this code

c. New subdivisions:

(1) Subdivisions that create new streets shall provide a landscaped entrance buffer having minimum dimensions of twenty (20) feet in width, fifty (50) feet in depth, and 1,000 square feet in area on both sides of the main vehicular entranceway to the subdivision.

(2) Platted lots shall have a minimum of one (1) tree for every,2,000 square feet of lot area or portion (rounded to the nearest whole number) and a minimum of ten (10) shrubs preserved or planted on the property. Fifty percent (50%) of the trees provided must be canopy trees. No less than eight (8) of the shrubs shall be located in front of the home. No Certificate of Occupancy shall be issued until this requirement has been met.

(3) All recreation areas within a subdivision shall be landscaped except those with natural vegetation or conservation areas. Recreation areas having trails for walking, jogging or biking in a corridor or lineal type fashion, and having a length of at least 250 feet and a width of at least fifteen (15) feet may be left natural, stabilized, or paved.

(4) Fifteen percent (15%) of the gross area of any new subdivision shall be designated for the protection of trees. The area required to protect specimen trees as defined in this LDR's Definitions section may be included to satisfy this requirement.

d. Multi-family and Non-residential:

(1) A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

e. Parking Areas:

(1) All off-street parking lots with eight (8) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping.

(2) All landscaped areas, whether on private property or public right-of-way, shall be curbed to protect the landscaping from traffic. If the elevation of a grassed landscaped area is the same as the surrounding impervious area, then curbing shall be gapped to allow flow of water into and through the grassed landscaped area.

(3) Required off-street parking areas with parking spaces for eight (8) vehicles or more shall have interior landscaped areas covering ten (10%) percent of the total off-street parking area.

(4) Shopping centers in the B-5, Planned Shopping Center District, shall have interior landscaped areas covering 20 percent of the total off-street parking area.

(5) Interior landscaped areas are exclusive of any required landscaped buffer areas. No more than 25 percent of the required interior landscaped area shall be placed in any one location except as necessary for minimum area requirements.

(6) Interior landscaped area, excepting landscaped islands, shall include a minimum of one tree per 100 square feet or fraction thereof. Interior landscaped areas shall have a minimum area of 75 square feet with no dimensions less than six feet.

(7) Each landscaped area shall include at least one tree. The remaining area shall be landscaped with shrubs (less than four feet high), grass, or a ground cover, and all plants shall be mulched.

(8) A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces, as follows:

i. Each island shall contain a minimum of one canopy tree as defined by the Florida-Friendly Landscaping™. For the purpose of accent or landscape design, other trees may be used if approved by the Development Services Director or his/her designee.

ii. Islands shall divide parking spaces in order to relieve large expanses of paved areas.

iii. The size of the island shall be a minimum width of nine (9) feet, as measured from the interior side of the curb, and a minimum area of one hundred sixty (160) square feet. A reduction in width may be allowed on a case-by-case basis, down to six (6) feet wide, and one hundred (100) square feet of area upon approval of the Development Services Director or his/her designee.

iv. Parking lot islands are required at all terminal ends of parking space rows, regardless of whether they have more than ten (10) parking spaces in that row.

v. A waiver of the required ten (10) parking spaces without an island can be authorized by the Development Services Director or his/her designee, if in support of existing tree preservation. In no case shall there be more than fifteen (15) parking spaces without an island. Should a waiver be approved,

landscaped islands shall be provided at a minimum width of ten (10') feet wide, as measured form the interior side of curb, and have a minimum area of one hundred eighty (180) square feet.

(9) Tree preservation in parking areas. Preservation and planting of trees in parking lots shall be approved by the Development Services Director or his/her designee in accordance with this LDR. The preservation of trees in parking areas having a diameter of four (4) inches DBH or larger qualify for a reduction in required parking spaces at the discretion of the Development Services Director or his/her designee, when the reduction in parking spaces will preserve approved species of trees. A reduction of up to fifteen percent (15%) of the required parking spaces may be approved, the total reduction in parking spaces shall not exceed fifty (50) spaces. The reduction in parking spaces shall be subject to the following:

i. The number of parking spaces and the percentage of parking reduction requested shall be provided on each site plan application.

ii. The required number of parking spaces shall be designated on an approved site plan.

D. Additional Requirements for Specific Uses:

The following uses require additional considerations beyond the minimum requirements listed above:

1. Adult congregate living facilities: In addition to the LDR Section 504.00 requirements, twenty five percent (25%) of the yard shall be covered with grass or other vegetation. Vegetation or plants other than grass shall be approved by the Development Services Director or his/her designee.

2. Airport Industrial Park: All unpaved lot areas shall be tastefully landscaped with an effective combination of trees, shrubbery, and ground cover. Decorative plazas, pools, flower beds, rock gardens, and other decorative treatments, may be incorporated. Landscaping is to be accomplished using quality materials and workmanship.

3. Child day care on church property: Play areas shall be fenced and landscaped. The landscaping shall include a vegetative hedge planted at least four (4) feet in height, three (3) feet on center, and be six (6) feet in height within two years.

4. Construction and demolition debris disposal facility, materials recovery facility, recovered materials facility or off-site disposal of land clearing debris facility: Perimeter landscape buffers shall be established prior to initiation of the activity and shall be a minimum of fifty (50) feet adjacent to all boundaries.

E. Landscape Buffers:

Where a landscaped buffer area is required, the following regulations shall apply:

1. In General:

a. Buffer areas shall consist of a combination of trees, shrubs, and groundcover. The number of required minimum plantings for trees and shrubs shall conform to Buffer Table 2. A minimum of 20% of the buffer area shall be planted with groundcover.

b. The property owner shall be responsible for the creation and maintenance of all required buffer areas.

c. Some uses may require screening from adjacent properties in the form of opaque fencing, masonry walls, or vegetative hedges.

d. If plant materials are used for screening they shall be at least three (3) feet tall at time of planting.

e. If a decorative wall or fence is used for screening, it shall be six (6) feet high with shrubs planted abutting the side of the wall or fence facing the adjoining property or street. Shrubs shall be planted at intervals of no more than six (6) feet.

f. Any proposed landscape buffer plantings within a utility easement shall be approved by New Smyrna Beach Utilities.

g. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or right-of-way.

h. Access through buffer areas to facilitate pedestrian or vehicular traffic between adjacent properties shall not reduce the requirement for plantings based upon linear feet.

i. Access for pedestrian paths or bike trails through a buffer shall be a maximum of one (1) foot wider than the path or trail and located not less than 100 feet apart.

j. A buffer may incorporate stormwater low impact development (LID) best management practices (BMPs) as long as the required plantings are also provided, the landscaping does not interfere with proper functioning of the stormwater system, and the design water depth does not harm the viability of such plantings.

k. Street lighting may be incorporated into the buffer area.

l. Vertical construction, parking, storage, active recreation and loading areas shall not be permitted to encroach a designated buffer area, except for approved pedestrian and bike path access as described above.

2. A buffer shall be required between zoning districts according to the standards set forth in Buffer Table 1. The existence of public or private right-of-way along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Buffer Table 1.

Intensity of Use	1	2	3	4	5
1: A-1C, A-2, A-3, A-4, FR, C, RA, R	No Buffer	Low	Low	Medium+	High
2: RE, R-1, R-2, R-2A, R-3, R-3A, , R-1CO, R-3CO	Low	No buffer	Low	Medium	High
3: R-3B, R-4, R-5, R-6z, MH-1, MH-1CO, MH-2, MH-4	Low	Low	Low	Medium	Medium +
4: MU*, B-2, B-3**, B-4, B-5, B-6, B-6A, CM, I-1	Medium+	Medium	Medium	Low	Medium +
5: I-2, I-3, I-4	High	High	High	Medium+	Medium

*MU zoning district is exempt from buffers except for a five (5) foot buffer around parking areas or when adjacent to residentially zoned properties.

**B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting other B-3 zoned parcels. B-3 zoned parcels may provide a minimum buffer width of five (5') feet abutting residentially zoned properties when a six (6') foot tall block wall is provided. These buffered areas shall require two (2) canopy trees and thirty-three (33) shrubs planted per 100 linear feet and 20% of the buffer area planted with groundcover.

3. Where a buffer is required it shall conform to the standards set forth in Buffer Table 2.

Buffer Table 2.

Buffer Type	Buffer Width	Required minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs
Medium	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.
High	20 Feet	Three (3) Canopy Trees, Four (4) Understory Trees, 133 Shrubs Unbroken hedge, fence, or wall.

Exhibit "B"

604.051 Tree Preservation:

A. *In general - Tree removal.* It is unlawful for any person to cut down, move, remove or destroy any tree in violation of the rules of this section. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit (if a permit is required) from the city's development services department. No permit to cut down, move, remove or destroy any tree (if a permit is required) shall be issued for any property unless the property owner has an active building permit or land clearing and water management permit. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the city commission. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection (if a permit is required). West of the Indian River, this section shall apply to trees that are six inches or greater in diameter measuring four feet above ground level and trees with a multi-stem trunk system with a well developed crown at least 15 feet high as measured from its base shall be subject to the provisions of this section. East of the Indian River, this section shall apply to trees that are four inches or greater measured four feet above ground level. Trees smaller than the aforesaid trees (to wit: saplings) are specifically excluded and shall not be subject to the provisions of this section. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning classifications that are covered within each of these groups are set forth in each individual group.

(1) *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, MH-1, MH-2 zoning districts.

a. Minimum tree coverage standard. All properties zoned for residential uses shall have no less than one tree for every 2,500 square feet of property.

b. Time to come into compliance with minimum tree coverage standard.

1. New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.
2. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. As an alternative to planting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement shall be as outlined in subsection B., below. The option to provide a payment into the tree mitigation fund shall only apply to properties zoned or used exclusively for single-family and two-family residential uses. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. Permit and tree replacement requirement.

1. Residentially zoned property. All tree removal on land zoned for residential uses shall be in compliance with this provision.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plant Council (FLEPPC) list may be removed from land zoned for residential uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property replacement trees are required.

i. All dead, dying and diseased trees.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for residential uses with a permit from the city and replacement trees shall be required to replace trees that have been removed. However, if the removal of a tree or trees does not result in the number of trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property, no replacement trees shall be required.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (1)c.1.(a) above.

(2) *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, and R zoning districts.

a. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one tree for every 2,500 square feet of property or as required by an approved site plan.

b. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

c. *Permit and tree replacement requirement.*

1. Commercial and industrial zoned property. All tree removal on land zoned for other than residential uses shall be in compliance with this section.

(a) Trees that may be removed without a permit and no replacement trees are required. The trees listed on the Florida Exotic Pest Plan Council (FLEPPC) list may be removed from land zoned for commercial and industrial uses without obtaining a permit from the city and replacement trees shall not be required to replace trees that have been removed, as long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

See, section 169(a)(6) of the Volusia County Code of Ordinances for list of exempt species of trees.

(b) Trees that permits for removal are required and replacement trees are not required. The trees listed below may be removed from land zoned for commercial and industrial uses with a permit from the city and replacement trees shall not be required to replace trees that have been removed, so long as the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one tree for every 2,500 square feet of property or as required by an approved site plan. If the removal of a tree or trees results in the number of the trees on the property falling below less than one tree for every 2,500 square feet of property or removal of the trees is required by an approved site plan, replacement trees are required.

i. All dead, dying and diseased trees.

See, section 169(a)(3) of the Volusia County Code of Ordinances.

(c) Trees requiring permits for removal and replacement trees are required. The trees listed below may be removed from land zoned for commercial and

industrial uses with a permit from the city and replacement trees shall be required to replace trees that have been removed.

i. All healthy specimen trees.

ii. All healthy historic trees (permit must be issued by city commission.)

iii. All healthy trees other than the invasive exotic trees listed in (2)c.1.(a) above.

(3) *Agriculture zoning classifications.* Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section. This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens (See, section 169(a)(5) [of the] Volusia Code of Ordinances). The exemption in this provision shall be subject to the following condition. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section. The affidavit filed by the property owner may be challenged by the city within 30 days of filing the affidavit. In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the city manager or his designee. The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

a. The specific reasons stated by the property owner for removal of the trees.

b. The length of time the land has been in agricultural production.

c. Whether the agricultural use has been continuous.

d. The size of the area as it relates to efficient agricultural production.

e. Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

f. Whether the land is under lease and if so, the type and terms of said lease.

g. Whether the tree removal was done in the ordinary course of business.

h. Any contract for sale in existence at the time the affidavit is submitted.

i. Other factors that are relevant to the determination of good faith land use.

The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document.

See generally, section 169(a)(2) of the Volusia County Code of Ordinances.

(4) *Reserved.*

B. *Replacement trees.*

(1) Approved trees. Only the following trees shall be planted to meet the minimum tree requirements of this section and as replacement trees:

See Exhibit "A" attached hereto and by reference made a part hereof.

Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

(2) Prohibited trees. The following trees may not be planted to meet the minimum tree requirements and shall be removed when new construction is undertaken on a parcel.

All trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

(3) Replacement of trees shall be calculated based on the replacement of one-tenth of the total cross-sectional area of the trunk(s) of the protected tree(s) permitted for removal. Cross-sectional area shall be measured at the DBH of the tree. Single trees may be replaced with two or more trees meeting the standards as set forth in the following paragraph. For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12 inches or less DBH and two replacement trees for each tree in excess of 12 inches DBH.

(4) Replacement trees shall be a minimum of nine feet in height and have a minimum caliper of two and one-half inches when measured six inches above ground level. Replacement trees must be maintained in good condition.

(5) Replacement trees shall be selec ted from the tree list included as section B.(1), above. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

(6) Palms may be used as replacement stock up to the full cross-sectional area of palms being removed from the site and for up to one-third of the cross-sectional

area for replacement of non-palm species at the ratio of 16 square inches of replacement cross-sectional area of palms for each square inch of required non-palm species replacement. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	DBH of Non-Palm Species
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

(7) When replacement trees are required, the replacement trees shall be provided prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within 60 days of the date when notice is provided that replacement trees are required.

(8) Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

(9) In the event that a property has existing tree canopy coverage of 30 percent or greater of the property, the property owner may elect to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The type of trees to be planted and the location of the trees must be approved by the city department responsible for the operation of the public right-of-way, park, or recreation area. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(10) Except as exempted in [sub]section 604.051(B)(9), above, tree replacement shall occur on-site, if there is adequate space to plant the replacement trees. If there is not sufficient space on-site, the developer shall then plant replacement trees within public rights-of-way immediately adjacent to the property owner's

property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property, provided such park is within the incorporated boundaries of the city. If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

The cost of replacement trees shall be $500.00 per 2.5-inch caliper hardwood tree, measured six inches above grade level or 8-inch caliper palm tree measured four feet above grade. The cost per tree shall be reviewed beginning January 1st of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section. If needed, an amendment to the Code will be brought to the planning and zoning board in February of each calendar year.

Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

- Planting native trees, shrubs and plants on city-owned property.
- Purchasing environmentally sensitive land for permanent preservation.
- Purchasing a vacant parcel that could be planted with replacement trees.
- Removing invasive species from city-owned property.
- Raising community awareness about the care of the natural environment.
- Funding of matching grants for projects involving vegetative plantings.
- Designing and planting right-of-way beautification projects.

C. *Tree protection during construction.*

(1) Marking trees. Prior to the commencement of construction any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

(2) Temporary barriers. During the period of construction a temporary barrier at least three feet in height shall be formed a minimum of seven feet from the base of the tree or trees and it shall include at least 50 percent of the area under the drip line of the tree(s). (Driveways and parking areas may be placed under the branches of trees so long as the impervious surface does not exceed 50 percent of the total area under the drip line of the tree. The impervious area may not be located closer than six feet from the trunk of the tree.)

(3) Natural soil level. Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

D. *Variances.* The following variances shall be allowed as variances to the minimum tree standards provided for in this section. Variances shall be reviewed and approved by the development services director or his designee.

(1) Variances allowing removal without replacement. Trees may be removed without replacement for the following purposes:

a. Trees in areas needed for a septic tanks and drain field (must be approved by health department and the septic tank and drain field can not reasonably be moved to another location).

b. Trees in the areas that need to be de-mucked to stabilize soils. Future development on the property must comply with the general minimum tree standards.

c. Trees in the building foot print plus ten feet around the foot print of a single-family or two-family residence or permitted accessory structures (For example: driveways, sidewalks, patios, and swimming pools) for a single family or two-family residence.

d. Trees need to be removed to construct a golf course. Historic and specimen trees must be replaced in accordance with the provisions for replacing historic and specimen trees.

e. Trees need to be removed to construct an athletic field.

(2) Variances allowing removal with replacement. Trees may be removed with replacement for the following purposes.

a. Trees in building foot print for multi-family residential structures.

b. Trees in building foot print for commercial structures.

c. Trees in building foot print for industrial structures.

E. *Exemptions.* The following exemptions shall apply to this section. Exemptions shall be reviewed and approved by the development services director or his designee.

(1) Storm threat to a residential structure. Residential structure exemption from tree protection.

Notwithstanding any provision to the contrary in this section, any tree that could fall on a residential structure is exempt from all city tree preservation requirements and may be removed at any time with the permission of the owner. To qualify for this exemption, the residential structure subject to being hit by the tree must be located on a lot zoned and used for single-family dwellings. The removal of a tree under this provision requires the tree owner's written authorization and a tree removal permit issued by the city. Trees removed under this provision are exempt from all tree replacement requirements.

(2) Public safety and sanitary exemptions. Trees may be removed without replacement for the following purposes:

a. Trees threatening air safety.

b. Trees in public rights-of-way for either construction or maintenance. (Note: Specimen trees on the public rights-of-way must be replaced with a replacement

tree at the closest location on public right-of-way available. See section 50-169(4) of the Volusia Code of Ordinances.)

c. Trees interfering with the construction of utilities, so long as the removal of the trees does not reduce landscape buffer plantings below the minimum requirements. If the placement of utilities results in a reduction of plantings below the minimum buffer requirements, the plantings must be replaced by the person granted the tree removal permit for new development, or by the utility responsible for the removal of the trees for utility construction, reconstruction or maintenance on all other properties. The replacement rate shall be ten percent of the cross-sectional area of the trees to be removed.

d. Trees and vegetation posing a fire hazard which threaten life or property may be removed by written authorization of the fire chief or his designee.

F. *Permitting.* The tree removal application shall be made in the following manner:

(1) Sites requiring plan review committee (class II or class III site plans) approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four inches in diameter at 4.5 feet above ground level. In lieu of a tree survey an applicant may submit any generally accepted method of calculating the number of trees.

Class I site plans may submit a sketch in place of a tree survey.

No permit to clear or grade shall be issued until either the required survey or sketch is filed.

(2) The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number shown. Historic trees, specimen trees, and those trees to be removed, relocated or replanted must be named (botanical) on the site plan.

(3) In the case of partial development, show only those areas and items affected.

(4) Upon receipt of the application and fee for tree removal permit, the city manager or his designee shall review the plans and may inspect the site.

(5) If the work described is not begun within one year from the date of issuance of the permit for tree removal, said permit shall be void. The city manager or his designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

(6) Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the city commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

a. Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation. operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

b. Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

(7) Specimen trees 24 inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director, based on the proposed tree removal meeting one of the four conditions listed in Section 604.051(F)(6)(a). Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

G. *Appeal.* Within 30 days after any decision made by the city manager or his designee in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the city commission, who by majority vote may affirm, reverse or modify the decision of the city manager or his designee. The city commission's review of the city manager's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the city clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the city commission shall be subject to review by the circuit court of appeal.

H. *Violations and penalties.* Any person, organization, society, association, or corporation or any agent or representative thereof, who shall violate the provisions of this section shall, upon a finding of violation by the code enforcement board, be required to replace all trees with trees chosen from the "Large and Medium Trees" section of the "New Smyrna Beach Tree List" provided as Exhibit A, necessary to provide the total cross-sectional area of the tree(s) removed, provided that no individual replacement tree shall have a diameter of less than six inches when measured four feet above ground level, a height of no less than 15 feet and a crownspread of not less than ten feet. The replacement of trees under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one year.

I. *Stop work orders.* The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section (See, section 50-165 of the Volusia Code of Ordinances.)

J. *Tree preservation in parking areas.* Preservation and planting of trees in parking lots shall be approved by the city horticulturist in accordance with section 604.051. If trees

having a diameter of six inches or larger on the mainland, or four inches or larger on the beachside are preserved in parking areas, a reduction in required parking spaces shall be allowed, when the reduction in parking spaces will preserve species of trees other than species listed in section 604.051B(2). The city horticulturist shall approve the reduction of required parking spaces as provided below. The reduction in parking spaces shall not exceed 50 spaces. The reduction in parking spaces shall be subject to the following limitations:

(1) The required number of parking spaces shall be designated on an approved site plan.

(2) The reduction of required parking spaces shall be allowed as set forth below. In no event shall the reduction in spaces exceed 50 parking spaces.

Required Parking Spaces	Maximum Reduction in Spaces
1—40	0
5—41	1
15—24	2
25 or more	10% rounded to the nearest whole number, not to exceed 50 spaces

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Birch, river	Betula nigra	60	25	40	*	Med	*		W	C	M		1	C	
Black cherry	Prunus serotina	60	30	40	*	Med	*	*		C	D	F	2	C	
Black or sour gum	Nyssa sylvatica	80	30	40	*	Lrg	*	*		C			2	C	
Cedar, southern red *	juniperus silicicola *	60	20	40	*	Med	*			E	D	F	2		
Cypress, bald	Taxodium distichum	100	20	30	*	Lrg			W	C	M		0		L
Cypress, pond	Taxodium ascendens	70	15	20	*		*		W	D	M		0		L
Elm, Chines 8 (draks)	Ulmus parvifolia	60	40	60				*		D			0		

~~Elm, Florida~~	~~Ulmus americana floridana~~	~~80~~	~~30~~	~~50~~	~~*~~	~~Lrg~~	~~*~~	~~*~~		~~D~~	~~M~~		~~1~~		
~~Hercules club *~~	~~Zanthoxylum clava-herculis~~	~~50~~	~~25~~	~~40~~	~~*~~		~~*~~			~~D~~	~~D~~		~~1~~		
~~Hickory, scrub *~~	~~Carya floridana~~	~~60~~	~~20~~	~~30~~	~~*~~		~~*~~			~~D~~	~~D~~		~~3~~		
~~Hickory, pignut~~	~~Carya aquatina~~	~~90~~	~~30~~	~~50~~	~~*~~	~~Lrg~~	~~*~~	~~*~~		~~D~~			~~2~~		
~~Hickory, water~~	~~Carya glabra~~	~~70~~	~~20~~	~~40~~	~~*~~				~~W~~	~~D~~	~~M~~		~~3~~		
~~Holly, American~~	~~Ilex opaca~~	~~50~~	~~15~~	~~25~~	~~*~~		~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Loblolly bay~~	~~Gordonla lasianthus~~	~~60~~	~~20~~	~~35~~	~~*~~		~~*~~		~~W~~	~~E~~	~~M~~		~~1~~	~~C~~	
~~Magnolia, southern *~~	~~Magnolia grandilfora~~	~~90~~	~~20~~	~~35~~	~~*~~		~~*~~	~~*~~		~~E~~			~~1~~	~~C~~	
~~Magnolia, sweetbay~~	~~Magnolia virginiana~~	~~70~~	~~20~~	~~25~~	~~*~~	~~Med~~	~~*~~		~~W~~	~~S~~	~~M~~		~~1~~	~~C~~	
~~Maple,~~	~~Acer rubrum~~	~~80~~	~~25~~	~~40~~	~~*~~	~~Lrg~~	~~*~~		~~W~~	~~D~~	~~M~~		~~1~~	~~C~~	

red															
Mulberry, red *	Morus rubra	50	25	35	*					D			2	C	
Oak, chestnut	Quercus michauxii	90	25	40	*	Lrg	*		W	D	M		2		
Oak, laurel	Quercus hernispherica	80	20	50	*		*			S			2		L.B
Oak, live *	Quercus virginiana	80	45	80	*	Lrg	*	*		E			3		L
Oak, Shumard	Quercus shumardii	90	30	60	*	Lrg		*		D			2	C	
Oak, white	Quercus alba	80	20	40	*	Lrg		*		D			2		
Palm, cabbage *	Sabal palmetto	80	14	12	*				W	E			1		
Palm, date	Phoenix spp.	60	26	24						E			0		F

;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well	F	=	Requires	B	=	Prone to	0	=	Low or	C = Color

~~Buffer~~ ~~Lot~~ ~~Wet~~	= = =	~~Shade tree for buffer strips~~ ~~Shade tree for parking lots~~ ~~Tree suitable for littoral zone and wet detention plantings as well as upland sites~~	~~E~~ ~~S~~	= =	~~Evergreen~~ ~~Semi-Evergreen~~	~~F~~ ~~M~~	= =	~~drained~~ ~~Fertile Moist to wet~~	~~S~~	=	~~full sun~~ ~~Requires some shade~~	~~D~~ ~~I~~ ~~L~~ ~~P~~ ~~T~~ ~~F~~	= = = = = =	~~stem breakage~~ ~~Prone to disease problems~~ ~~Prone to insect problems~~ ~~Large (10 foot or more) bed required~~ ~~Prolific reproduction (sucker or seed)~~ ~~Toxic to humans~~ ~~Suffers freeze damage (not reliably cold hardy)~~	~~1~~ ~~2~~ ~~3~~	= = =	~~none~~ ~~Moderate~~ ~~High~~ ~~Very high~~	~~from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.~~
~~When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.~~																		

			Estimated	Average											
LARGE AND MEDIUM TREES		Maximum	Crown	Spread											
CANOPY TREES		Height	(20 Year)	(35 Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Palm, Washington	Washingtonia robusta	90	12	10						E			0		F
Persimmon *	Diospyros virginiana	50	15	30	*	Med				D			1		
Pine, loblolly	Pinus taeda (rust resistant)	90	20	30	*		*	*		E			1		
Pine, longleaf	Pinus palustris	80	20	30	*	Lrg	*	*		E		F	1		
Pine, slash *	Pinus elliottii (rust resistant)	100	20	30	*					E		F	1		
Red bay *	Persea borbonla or hurnilis	60	25	40	*		*			E			1		D
Sugar(Hack)berry *	Celtis laevigata	70	30	50	*	Lrg		*		D			2		B.P
Sweetgum	Liquidambar styraciflua	90	30	50	*		*		W	D	M		1	C	
Sycamore,	Platanus	100	40	60	*	Lrg		*	W	D			1	C	

american	occidentalis														
Tulip poplar	Lirlodendron tulipifera	90	25	40	*	Lrg	*		W	D			2	C	

;sz=6q;

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well-drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

NEW SMYRNA BEACH TREE LIST

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20 Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Buckeye, red	Aesculus pavla	30	10	15	*	Sm				D	M		2	C	
Burnelia *	Burnelia tenax or lanuginosa	30	10	15	*		*			E			1		
Crape myrtle	Lagerstroemia indica	25	10	10						D		F	0	C	
Chicasaw plum	Prunus angustifolia	20	10	15	*		*			D			3	C	
Devits-walkingstick	Aralia spinosa	20	10	15-0	*					D			2	C	P
Dogwood, flowering	Cornus florida	30	15	20	*	Sm				D	D	S	2	C	
Elm, winged	Ulmus alata	40	15	25	*	Sm		*		D			2		
Florida	Forestiera	10	5	8	*					E	D	F	2		

~~privet *~~	~~segregata~~														
~~Fringe tree~~	~~chionanthus virginicus~~	~~25~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~			~~D~~		~~F~~	~~1~~	~~C~~	
~~Hawthorn~~	~~Crataegus spp.~~	~~25~~	~~15~~	~~20~~	~~*~~				~~W~~	~~D~~			~~1~~	~~C~~	
~~Holly, dahoon~~	~~Ilex cassine~~	~~30~~	~~15~~	~~25~~	~~*~~	~~Sm~~	~~*~~		~~W~~	~~E~~	~~M~~		~~2~~	~~C~~	
~~Holly, East Paiztka~~	~~Ilex x attenuata "E.Palat."~~	~~40~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Holly, yaupon *~~	~~Ilex vomitoria~~	~~30~~	~~15~~	~~20~~	~~*~~		~~*~~	~~*~~		~~E~~			~~2~~	~~C~~	
~~Hornbeam~~	~~Carpinus caroliniana~~	~~30~~	~~20~~	~~30~~	~~*~~				~~W~~	~~D~~	~~M~~		~~1~~	~~C~~	
~~Mangrove, red *~~	~~Rhizophora mangle L.~~	~~40~~	~~15~~	~~25~~	~~*~~				~~W~~	~~E~~	~~M~~		~~2~~	~~C~~	
~~Maple, Florida sugar~~	~~Acer barbatum (floridanum)~~	~~30~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~D~~	~~M~~		~~1~~	~~C~~	
~~Maple, write bark~~	~~Acer leucoderme~~	~~30~~	~~15~~	~~20~~	~~*~~	~~Sm~~	~~*~~	~~*~~		~~D~~			~~1~~	~~C~~	
~~Marlberry *~~	~~Ardesia escaltonioides~~	~~20~~	~~10~~	~~15~~	~~*~~		~~*~~			~~E~~		~~S~~	~~2~~	~~C~~	

Oak, Chapman	Quercus chapmanii	30	10	15	*					E			1		
Oak, myrtle *	Quercus myrtafolia	30	20	30	*					E			2		
Oak, sand live *	Quercus geminata	40	30	40	*	Sm		*		E	D		3		
Oak, turkey	Quercus laevis	40	25	40	*	Sm				D	D		2	C	
Olive, wild *	Osmarthus americanus	40	20	30	*	Sm	*			E			1		

;sz=6q;

Column Legend

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street	=	Street tree	D	=	Deciduous	D	=	Well-drained	F	=	Requires full sun	B	=	Prone to stem breakage	0	=	Low or none	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida
Buffer	=	Shade tree for buffer strips	E	=	Evergreen	F	=	Fertile Moist to wet	S	=	Requires some shade	D	=		1	=		
Lot	=		S	=	Semi-Evergreen	M	=					I	=		2	=	Moderate	
Wet	=	Shade tree for parking lots										L	=	Prone to disease problems	3	=	High Very high	
		Tree suitable for littoral zone and wet detention										P	=	Prone to insect problems				
												T	=					
												F	=	Large (10 foot or more) bed				

| | | |

			Estimated	Average											
SMALL TREES		Maximum	Crown	Spread											
UNDERSTORY TREES		Height	(20-Year)	(35-Year)											
Common name	Botanical name	(feet)	(feet)	(feet)	Native	Street	Buffer	Lot	Wet	Foliage	Soil	Light	Wildlife	Color	Problems
Redbud, eastern	Cercis canadensis	25	15	25-0	*					D			2	C	
Rusty lyonia	Lyonia ferruginea	20	15	20	*					E	D		1	C	
Sea Grape *	Coccoloba uvifera	30	15	20	*		*			E	D	F	1	C	
Simpson's stopper *	Myrcianthes fragrans	25	10	15	*		*			E			2	C	
Soapberry, wingleaf	Sapindus saponaria *	30	15	20	*	Sm				C			1	C	
Sparkleberry *	Vaccinium arborium	25	10	15	*					E	MD		3	C	
Swamp bay	Persea palustris	40	15	30	*				W	E	F		1	C	
Sumac, shining	Rhus copallina	20	10	15	*		*			D			2	C	

~~Vibumum, Walter~~	~~Vibumum obovatum~~	~~20~~	~~10~~	~~15~~	~~*~~					~~S~~			~~1~~	~~C~~	
~~Waxmyrtls *~~	~~Myrica cerifera~~	~~30~~	~~15~~	~~20~~	~~*~~		~~*~~		~~W~~	~~E~~			~~1~~		~~B.P~~
~~Wild lime *~~	~~Zanthoxylum fagara~~	~~30~~	~~10~~	~~15~~	~~*~~					~~E~~			~~1~~	~~C~~	
~~Yellow anis~~	~~Illiclum parviflorum~~	~~20~~	~~10~~	~~15~~	~~*~~				~~W~~	~~E~~			~~1~~	~~C~~	

~~;sz=6q;*Asterisk * indicates the tree is salt tolerant and appropriate for beachside.~~

~~Column Legend~~

			Foliage:			Soil:			Light:			Problems:			Wildlife value:			Color:
Street Buffer Lot Wet	= = = =	Street tree Shade tree for buffer strips Shade tree for parking lots Tree suitable for littoral zone and wet detention plantings as well as upland sites	D E S	= = =	Deciduous Evergreen Semi-Evergreen	D F M	= = =	Well-drained Fertile Moist to wet	F S	= =	Requires full sun Requires some shade	B D I L P T F	= = = = = = =	Prone to stem breakage Prone to disease problems Prone to insect problems Large (10 foot or more) bed required Prolific reproduction (sucker or seed) Toxic to humans Suffers freeze damage (not reliably cold hardy)	0 1 2 3	= = = =	Low or none Moderate High Very high	C = Color from flowers, fruit or foliage at some time of year (local) = Specimens derived from native Florida populations must be used. (rust resistant) = Sources of this species that are resistant to fusiform rust must be used.
When the crown spread at 35 years is "0" or followed by "0", it means the species commonly dies before reaching 35 years of age.																		

NEW SMYRNA BEACH TREE REPLACEMENT TABLE			
Diameter	Replacement Stock		Number of 2"
(Inches)	(Inches)	(Feet)	Diameter Trees
4	1	0.10	0
5	2	0.16	1
6	3	0.24	1
7	4	0.32	1
8	5	0.42	2
9	6	0.53	2
10	8	0.65	3
11	9	0.79	3
12	11	0.94	4
13	13	1.11	4
14	15	1.28	5
15	18	1.47	6
16	20	1.67	6
17	23	1.89	7
18	25	2.12	8
19	28	2.36	9
20	31	2.62	10
21	35	2.88	11
22	38	3.17	12
23	42	3.46	13
24	45	3.77	14

~~25~~	~~49~~	~~4.09~~	~~16~~
~~26~~	~~53~~	~~4.42~~	~~17~~
~~27~~	~~57~~	~~4.77~~	~~18~~
~~28~~	~~62~~	~~5.13~~	~~20~~
~~29~~	~~66~~	~~5.50~~	~~21~~
~~30~~	~~71~~	~~5.89~~	~~23~~
~~31~~	~~75~~	~~6.29~~	~~24~~
~~32~~	~~80~~	~~6.70~~	~~26~~
~~33~~	~~85~~	~~7.12~~	~~27~~
~~34~~	~~91~~	~~7.56~~	~~29~~
~~35~~	~~96~~	~~8.01~~	~~31~~
~~36~~	~~102~~	~~8.48~~	~~32~~

A. In General:

1. It is unlawful for any person to cut down, move, remove or destroy any tree without first obtaining a tree removal permit, as required by the standards of this landscaping code, from the City's Development Services Department. No permit to cut down, move, remove or destroy any tree shall be issued for any property unless the property owner has an active building permit, or land clearing permit, or water management permit.

2. Fees to cut down, move, remove or destroy any tree shall be as established by resolution of the City Commission.

3. Removal of mangrove trees shall require a permit from the Florida Department of Environmental Protection.

4. This section shall apply to trees that are four (4) inches or greater in diameter at DBH.

5. Trees with a multi-stem trunk system with a well-developed crown at least fifteen (15) feet high as measured from its base shall be subject to the provisions of this section.

6. The removal of Category I invasive trees as identified on the Florida Invasive Species Council Invasive Plant list, as amended, shall require administrative waiver by the Development Services Director or his/her designee.

7. The tree regulations for the city shall be generally in three groups: residential, commercial and industrial, and agriculture zoning classifications. The specific zoning

classifications that are covered within each of these groups are set forth in each individual group.

B. Residential Areas:

1. *Residential zoning classifications.* The following tree removal and replacement requirements shall apply in all land zoned for residential uses. This provision shall apply in the RE, R-1, R-2, R-2A, R-3, R-3A, R-3B, R-4, R-5, R-6, R1-CO, R3-CO, MH-1, MH-2, MH1-CO, MH2-CO, zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for residential uses shall have no less than one (1) tree for every 2,000 square feet of property or portion thereof (rounded to the nearest whole number). Example: 8,900 sf: 4 trees, 9,100: 5 trees.

   If any lot contains an insufficient number of existing trees to meet this requirement replacement trees shall be provided by the owner.

3. Time to come into compliance with minimum tree coverage standard.

   a. New construction:

      (1) New construction on vacant property zoned for residential uses shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy.

      (2) All residential lots shall be fully landscaped no longer than 60 days after a certificate of occupancy has been issued for the dwelling unit.

   b. Existing nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. An Alternative to this requirement is described in Section (7), below.

4. *Fifteen percent of development set aside for trees.* Fifteen percent (15%) of the area of any subdivision shall be designated for the protection of trees. The area required to protect specimen trees may be included to satisfy this requirement. This required area may be constituted as one or more sub-areas within the development. Said area may include any landscape buffer or other landscape areas required by the LDR for a development. Such designated areas shall contain sufficient land area to comply with minimum tree protection standards to adequately protect the trees contained within the areas. A minimum of fifty percent (50%) of the required minimum number of trees as provided in section (5) below shall consist of existing trees within said area. This requirement does not apply to single-family lots in approved subdivisions or additions, remodeling or similar modification of existing multi-family or non-residential development.

5. *Specimen tree protection.* The following table sets forth the minimum requirements for the protection of specimen trees:

No. of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than 3 per acre	80% of all specimen trees
3.0 to 5.0 per acre	65% of all specimen trees
5.1 to 8.0 per acre	50% of all specimen trees
8.0 or more per acre	30% or 6, whichever is greater, specimen trees per acre

6. *Legal mechanism to protect specimen trees.* The developer of a subdivision shall provide legal mechanisms which ensure the protection of specimen trees after construction has occurred. Such mechanisms may include but shall not be limited to conservation easements, common open space, tree protection easements, deed restrictions and homeowner's association documents. Specimen tree protection on residential lots shall only apply in the designated setback areas. Said legal mechanisms shall be reviewed and approved by the City Attorney.

7. As an alternative to meeting the minimum number of required trees on-site, owners of nonconforming properties shall be allowed to pay into the city's tree mitigation fund. The cost of replacement is outlined in in the Tree Removal and Replacement subsection, below. Properties having made an application for building or development permits prior to the adoption of this section and active at the time of adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

C. Commercial and Industrial Areas:

1. *Commercial and industrial zoning classifications.* The following tree removal and replacement requirements shall be required in all land zoned for commercial and industrial uses. This provision shall apply in the MU, B-2, B-3, B-4, B-5, B-6, B-6A, CM, I-1, I-2, I-3, I-4, BBH, COZ, PUD, HBOD, C, R and PUD zoning districts.

2. *Minimum tree coverage standard.* All properties zoned for commercial and industrial uses shall have no less than one (1) tree for every 2,000 square feet of property or as required by an approved site plan. A minimum of fifteen percent (15%) of the total gross land area of any development site shall be designated for the protection of trees. This area shall be inclusive of required landscaping, buffer areas, and preserved natural areas. This requirement may be reduced to ten percent (10%) at the discretion of the Development Services Director or his/her designee, if a site is demonstrated to have site constraints limiting access or functionality or due to existing third-party easement.

3. *Time to come into compliance with minimum tree coverage standard.* New construction shall comply with the minimum tree coverage standards prior to issuance of a certificate of occupancy. All nonconforming properties shall comply with the minimum tree coverage standard when all of the existing structures on the property are replaced with new structures. Properties having made an application for building or development

permits prior to the adoption of this section and active at the time of the adoption of this section shall comply with the tree regulations in force at the time the building or development permit application was made.

D. *Tree Protection During Construction*

1. *Marking trees.* Prior to the commencement of construction, any tree or tree groups to be maintained shall be clearly marked and the markings shall remain in place during construction. Any land clearing equipment shall be operated in a manner as not to injure or destroy any trees designated to remain on the site.

2. *Temporary barriers.* During the period of construction, a temporary barrier at least three (3) feet in height shall be formed a minimum of seven (7) feet from the base of the tree or trees and it shall include at least fifty percent (50%) of the area under the drip line of the tree(s).

3. *Natural soil level.* Except for palm trees, all trees and replacement stock shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided if necessary to maintain the natural existing soil level.

E. Tree Removal and Replacement:

1. *Residential, Commercial, and Industrial Zoned Property.* All tree removal on land zoned for residential, commercial, and industrial zoned uses shall be in compliance with this provision.

   a. Trees not requiring permits or mitigation.

      The trees listed on the Florida Invasive Species Council list of Category I trees may be removed with an administrative waiver issued by the Development Services Director or his/her designee and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standards. If the removal of a tree or trees results in the number of the trees on the property falling below the minimum tree coverage standard replacement trees are required.

   b. Trees requiring permits for removal and do not require mitigation.

      All dead, dying and diseased trees, per an arborist report, may be removed with a permit from the city and replacement trees shall not be required to replace trees that have been removed, provided that the removal of the tree or trees does not result in the number of the trees on the property falling below the minimum tree coverage standard of no less than one (1) tree for every 2,000 square feet of property. If the removal of a tree or trees results in the number of the trees on the property falling below less than one (1) tree for every 2,000 square feet of property replacement trees are required.

c. Trees requiring permits for removal and may require mitigation.

The trees listed below may be removed with a permit from the city and replacement trees shall be required to replace trees that have been removed.

(1) All specimen trees.

(2) All historic trees (permit must be issued by City Commission.)

(3) All other trees not described in (1) or (2) above.

2. *Agriculture Zoning Classifications.* This provision shall apply in the A-1, A-2 and FR zoning districts, and property on which trees were planted and grown for sale to the general public or some public purposes, and licensed plant or tree nurseries, and botanical gardens. Trees located on agricultural cultivation or grazing land, or on commercial plant nursery sites are exempt from the provisions of this section, with the following conditions:

a. Any property owner who removes or destroys trees from agricultural cultivation or grazing land, or commercial plant nursery sites within three (3) years of filing an application for rezoning to a non-agricultural classification, applying for subdivision approval, or filing for special exception approval shall be presumed to have performed such removal or destruction of trees with the intent of developing the land for a non-agricultural use and shall not be exempt from the provisions of this section. Said presumption shall be a legally rebuttable presumption.

b. The applicant shall submit with its application for an exemption to the tree replacement requirement copies of any and all contracts, agreements, deeds and all usual and customary business records that would be reasonably necessary for the city to review to determine whether or not the applicant is entitled to an exemption. The applicant shall not fraudulently withhold any document. See generally, section 50 of the Volusia County Code of Ordinances.

c. The property owner shall have rebutted the presumption that the removal or destruction of trees on his property was with the intent of developing the land for a non-agricultural use by filing a sworn and notarized affidavit with the city attesting that any trees that were removed in the past three years from the subject property were removed in conformity with recognized agricultural management or production practices and not merely for the purpose of avoiding the requirements of this section.

The affidavit filed by the property owner may be challenged by the city within thirty (30) days of filing the affidavit.

In the event that the city elects to challenge the property owner's affidavit, the exemption may be denied by the city upon showing by substantial competent evidence that the trees were not removed in conformance with recognized agricultural management or production practices. The city shall have the burden of proof to refute the affidavit filed by the property owner.

d. Any decision to deny an exemption under this provision shall be in writing, state the factors considered in denying the exemption, state the reasons for denying the exemption, and be signed by the Development Services Director or his/her designee.

(1) The city shall consider, among any and all other relevant factors, the following when reviewing any request for an exemption under this provision:

(2) The specific reasons stated by the property owner for removal of the trees.

(3) The length of time the land has been in agricultural production.

(4) Whether the agricultural use has been continuous.

(5) The size of the area as it relates to efficient agricultural production.

(6) Whether the land has been sufficiently and adequately cared for within accepted commercial practices of the dominant type of production.

(7) Whether the land is under lease and if so, the type and terms of said lease.

(8) Whether the tree removal was done in the ordinary course of business.

(9) Any contract for sale in existence at the time the affidavit is submitted.

(10) Other factors that are relevant to the determination of good faith land use.

(11) See generally, section 50 of the Volusia County Code of Ordinances.

3. *Replacement Trees.*

a. Approved trees. Only trees listed on the Florida-Friendly Landscaping™ shall be planted to meet the minimum tree requirements of this section and be used as replacement trees:

b. Historic and specimen trees shall be replaced with trees of like species unless like species are not reasonably available.

c. Trees listed as Category I invasive species by the Florida Exotic Pest Plant Council are prohibited.

d. Replacement of trees shall be calculated based on the replacement of 40% of the total DBH inches of the protected tree(s) permitted for removal. Single trees may be replaced with two (2) or more trees meeting the standards of this code For one and two-family residences, replacement trees are to be provided based on one replacement tree for each protected tree 12-inches or less DBH and two replacement trees for each tree in excess of 12-inches DBH.

e. To encourage the retention of existing large trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section:

(1) Preserved specimen trees will be credited at 15% of DBH inches of each tree.

(2) Preserved historic trees will be credited at 20% of DBH inches of each tree.

f. Replacement trees shall adhere to the minimum tree standards in this code. Credited trees shall not reduce the number of required onsite plantings below the minimum requirements of this code.

g. Replacement trees shall be selected from Florida-Friendly Landscaping™. Historic and specimen trees must be replaced with trees of like species unless like species are not reasonably available.

h. Palms may be used as replacement stock up to the full DBH inches of palms being removed from the site and up to one-fifth of the DBH inches of non-palm.

i. Where non-palm species are proposed as replacements for palm trees, the replacements shall be done according to the following chart:

DBH of Palm	**DBH of Non-Palm Species**
6 inches	1.5 inches
8 inches	2 inches
10 inches	2.5 inches
12 inches	3 inches
14 inches	3.5 inches
16 inches	4 inches

j. When replacement trees are required, the replacement trees shall be installed prior to the issuance of a certificate of occupancy. If there is no certificate of occupancy required for the site, then the replacement trees shall be installed within sixty (60) days of the date when notice is provided that replacement trees are required.

k. Survival of replacement trees shall be guaranteed for one year. Replacement trees that die during the first year after planting must be replaced.

l. Alternate Placement of Replacement Trees

(1) In the event that a property has existing tree canopy coverage of thirty percent (30%) or greater of the property, the property owner may request to place required replacement trees on the public right-of-way immediately adjacent to the property owner's property, or on the publicly-owned neighborhood park or recreation area servicing the property owner's property. Said park or recreation area must be within the incorporated boundaries of the city. The city may grant permission when the proposed tree planting is accompanied by an approved landscape plan and associated maintenance and guarantee agreement between the developer requesting the plantings and the city department that would be responsible for the area in which the trees would be placed. This provision shall in no way affect a property owner's right to seek and receive a general variance granted by the planning and zoning board from the tree preservation requirements.

(2) If replacement trees cannot be placed within public rights-of-way or parks, the developer shall provide a payment to the city for the cost of the remaining replacement trees. The developer shall pay these fees into the city Tree Mitigation Fund.

(3) The cost of replacement trees shall be assessed at the following rates:

i. One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

ii. Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

iii. Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) If needed, an amendment to this Code will be brought to the planning and zoning board in February of each calendar year. Costs shall be based upon average costs per tree as established by local nurseries selling trees that meet the minimum size requirements outlined in this section.

(5) Funds deposited into the Tree Mitigation Fund shall be appropriated in accordance with the annual adopted budget of the city for, but not limited to, the following projects:

i. Planting native trees, shrubs and plants on city-owned property.

ii. Purchasing environmentally sensitive land for permanent preservation.

iii. Purchasing a vacant parcel that could be planted with replacement trees.

iv. Removing invasive species from city-owned property.1 Raising community awareness about the care of the natural environment.

v. Funding of matching grants for projects involving vegetative plantings.

vi. Designing and planting right-of-way beautification projects

4. *Permitting.*

The tree removal application shall be made in the following manner:

a. Class I Site Plans. If a resident applies to remove a tree from a developed lot, a survey of the lot indicating the location, size and number of trees required to meet the standards of this code shall be provided.

(1) The survey shall confirm that there is at least 1 tree for every 2,000 square feet. If the site is heavily wooded, note that on the application.

(2) In instances of existing developed lots, a sketch plan may be prepared and submitted by the property owner and/or applicant in lieu of a tree survey.

(3) No permit to clear or grade shall be issued until the required survey or sketch is filed with an approved building permit.

b. Class II or Class III Site Plans. Sites requiring Technical Review Staff-approval shall be required to provide a survey of the property prepared by a surveyor registered with the State of Florida showing existing features of the property including elevations, buildings, structures, trees over six (6) inches in trunk diameter at 4.5 feet above ground level, all specimen and historic trees, streets, utility easement rights-of-way, and land use. For properties east of the Indian River the survey must show trees over four (4) inches in diameter at 4.5 feet above ground level. Credit for trees between 2.5" to 6" in diameter can be given if indicated on the survey in lieu of having to provide mitigation or replacement trees.

(1) A sample size of 20% of a site may be surveyed in lieu of a full survey, or a similar suitable size, based on the discretion of the Development Services Director.

(2) No permit to clear or grade shall be issued until the required survey or sketch is filed with an engineering permit.

c. The location of all trees on the site, designating the trees to be retained, removed, relocated or replaced along with their name (botanical) must be illustrated on the site plan.

d. In the case of partial development, show only those areas and items affected.

e. Upon receipt of the application and fee for tree removal permit, the Development Services Director or his/her designee shall review the plans and may inspect the site.

f. If the work described in submitted tree removal permit is not begun within one (1) year from the date of issuance of the permit for tree removal, said permit shall be void. The Development Services Director or his/her designee reserves the right to extend or rescind the tree removal permit if conditions warrant.

g. Historic trees in all zoning districts shall be removed only upon a tree removal permit granted by the City Commission at a quasi-judicial public hearing, after a finding that the evidence presented is more compelling for the removal of the historic tree than for it to remain.

(1) Petitioners wishing to obtain a permit must show:

i. The tree is currently damaging or is posing an imminent danger to an existing structure; or

ii. The tree is damaging and/or interfering with the installation, operation, and/or maintenance of existing or proposed public infrastructure; or

iii. The tree is dead, diseased, structurally unsound, or severely injured such that the tree is likely to die within two years; or

iv. Other extraordinary circumstance or hardship where the applicant has demonstrated that no other feasible option exists to preserve the tree.

(2) Applications for historic tree removals shall be accompanied by a written tree evaluation report prepared by an ISA certified arborist which identifies the tree's location, size, species, condition, and basis for meeting one or more of the listed removal conditions.

h. Specimen trees 24-inches DBH or greater shall be removed only upon a tree removal permit approved by the Development Services Director or his/her designee, based on the proposed tree removal meeting one (1) of the four (4) conditions listed in Section 8 (a) above. Appeals of the Director's decision may be made to the City Commission as a quasi-judicial matter.

5. *Violations and penalties.*

a. Any person, organization, society, association, or corporation or any agent or representative, who shall violate the provisions of this section shall, upon a finding of violation by the Development Services Director or his/her designee, be required to replace all removed trees with a number of trees equal to the total DBH inches of the tree(s) removed. The violator may, at the discretion of the Development Services Director or their designee, pay into the Tree Mitigation Fund at the rates described below, after demonstrating that minimum onsite planting requirements have been met, in lieu of meeting the requirements for replacement of damaged or removed trees, in whole, or in part. The replacement of trees or required payments under this section shall not preclude the imposition of any other penalties provided by law or ordinance for the violation. Replacement trees shall be maintained and guaranteed survival for one (1) year.

b. Payments into the Tree Mitigation Fund for violations to this code shall be made at the following rates:

(1) One hundred thirty-five dollars ($135.00) per DBH inch if verified on-site;

(2) Three hundred twenty-five dollars ($325.00) per DBH inch for impacts to specimen trees;

(3) Seven hundred fifty dollars ($750.00) per DBH inch for impacts to any permit identified historic tree.

(4) Four hundred dollars ($400.00) per DBH inch for impacts to any tree identified as to be preserved in permits or landscape plans in addition to the rates above;

(5) If no evidence exists on site to calculate the DBH of the tree(s) removed, then each tree shall be presumed to be a minimum of a 24-inch preserved specimen tree. It is the property owner's responsibility to prove otherwise.

c. No certificate of occupancy or certificate of completion shall be issued for any development until all applicable administrative fines or civil penalties, and permits have been paid, accepted, approved, and verified by the Development Services Director or his/her designee.

6. *Appeal.*

Within thirty (30) days after any decision made by the Development Services Director in the administration and interpretation of this section, but not thereafter, the applicant may appeal to the Planning and Zoning Board, who by majority vote may affirm, reverse or modify the decision of the Development Services Director. The Planning and Zoning Board's review of the Development Services Director's decision shall be de novo with notice to all interested parties at least ten days prior to the hearing on the appeal. Notice shall be made by the City Clerk by U.S. mail and by publication in a newspaper of general circulation in the city of the time and place of the hearing. Any decision by the Planning and Zoning Board shall constitute final administrative action, and appeals must be filed within 30 days of the boards written order of rendition in the circuit court of Volusia County.

7. *Stop work orders.*

The city shall issue a stop work order to any person found in the act of cutting down, destroying, damaging or removing trees in violation of this section.

. . .

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 15-25 LDR Amendment Article VI, Section 604.04 Landscaping Requirements and 604.051 Tree Preservation

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law1 for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the Florida *Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See Sec?on 166.041(4)(c), Florida Statutes.*

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The intent of these changes is to enhance the city's landscaping standards, promote tree protection, and ensure sustainable development practices. Establish minimum standards for landscaping and buffers with a focus on tree protection, enhancing the aesthetic and environmental quality of the city. Outline specific requirements for landscape plans across different types of developments, ensuring consistency and adherence to city standards. Mandate the use of Florida-friendly landscaping practices to promote water conservation, reduce maintenance costs, and support native ecosystems. Update requirements for landscape buffer areas based on current zoning districts to enhance compatibility between different land uses. Enhance tree preservation standards to protect existing trees during development.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **There is no new direct cost**.
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and **There are no additional fees or new charges**
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
There are no new regulatory costs that will be incurred with the adoption of the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
This will impact mostly undeveloped, redeveloped and vacant parcels within the city.

4. Additional information the governing body deems useful (if any):

This amendment is proposed to help with clarity of direction for landscaping and tree removal while also to promote tree protection and tree canopy.



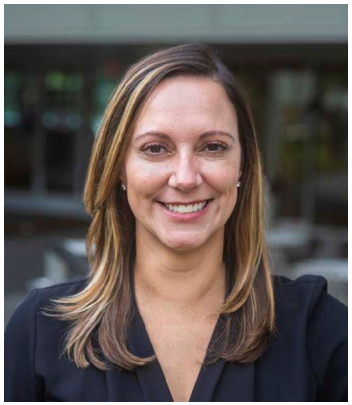
City of New Smyrna Beach

Landscape Code Update

April 8, 2025

James Hartsfield, AICP
Community Planner

Project Team



Roberta Fennessy, AICP, AIA

Project Manager



James Hartsfield, AICP

Community Planner

Project Goals

Perform a comprehensive review and update of landscape standards in the Land Development Regulations

- Incorporate code language reflective of best practices and Florida native plant specifications
- Emphasize maintenance and operations–minded regulations
- Provide relevant illustrations for clarity when appropriate
- Revise payments and penalties

Intent and Applicability

New sections

- Guides decision-making for reviewers
- Clearly identifies who is subject to the landscaping requirements

General Requirements

Landscape Plans

- What goes on it and who reviews it?

Landscape Materials Standards

- What can you plant? Existing standards updated and expanded.

Maintenance Requirements

- General requirements

General Requirements

Sodding Requirements

- Sodding requirements for common areas

Non-vegetative Materials

- Guidance for the use of stone, gravel and artificial turf

Utilities

- Guidance for landscaping in/near utility areas

General Requirements

Minimum Landscaping Standards

- Landscaping requirements for single family lots, new subdivisions, multifamily, and non-residential areas

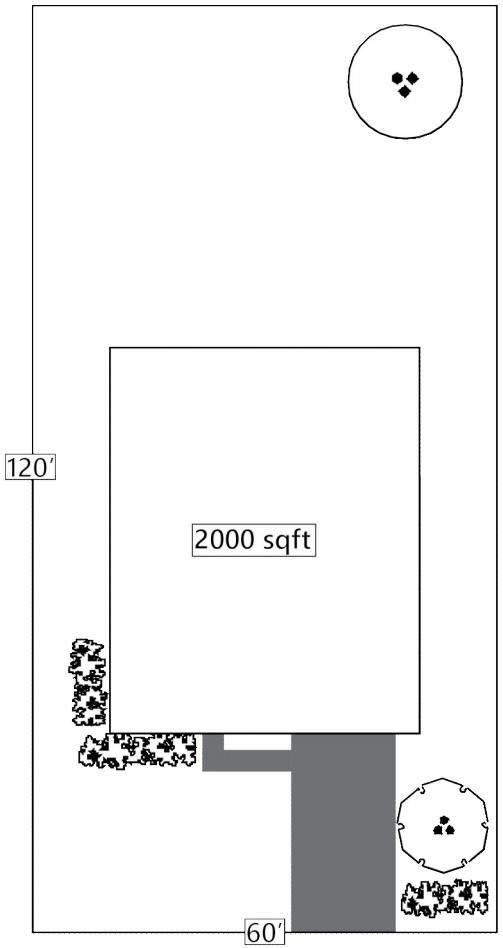
Parking Areas

- Landscaping in parking areas, including landscape islands

Special Uses

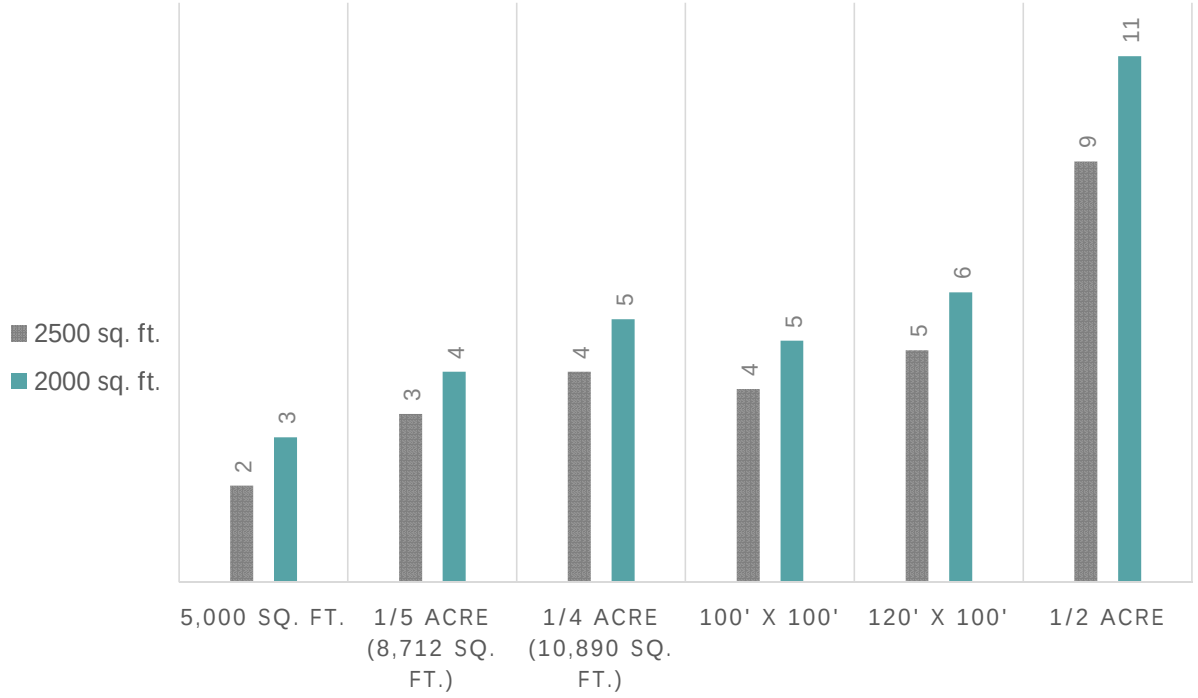
- Identifies special landscaping requirements from the zoning code

Single-Family Minimum Landscape Requirements

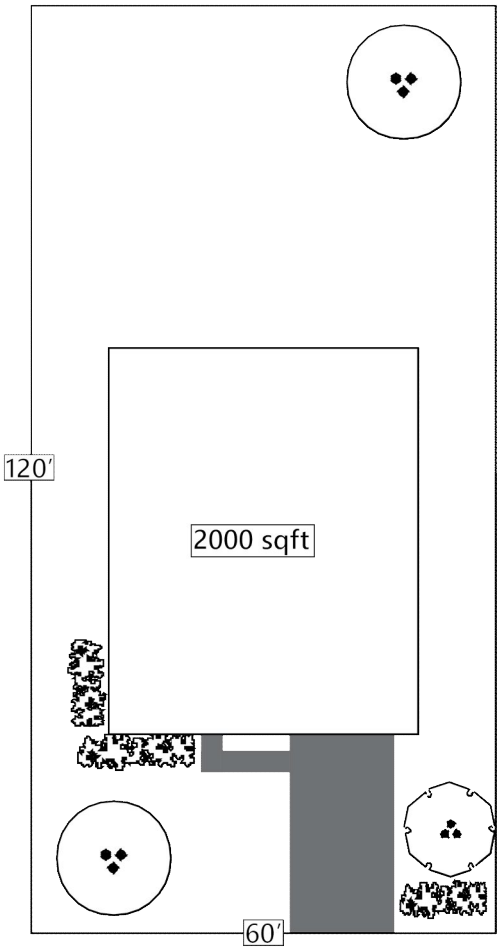


Current Requirements

- 1 Tree per 2,500 square feet

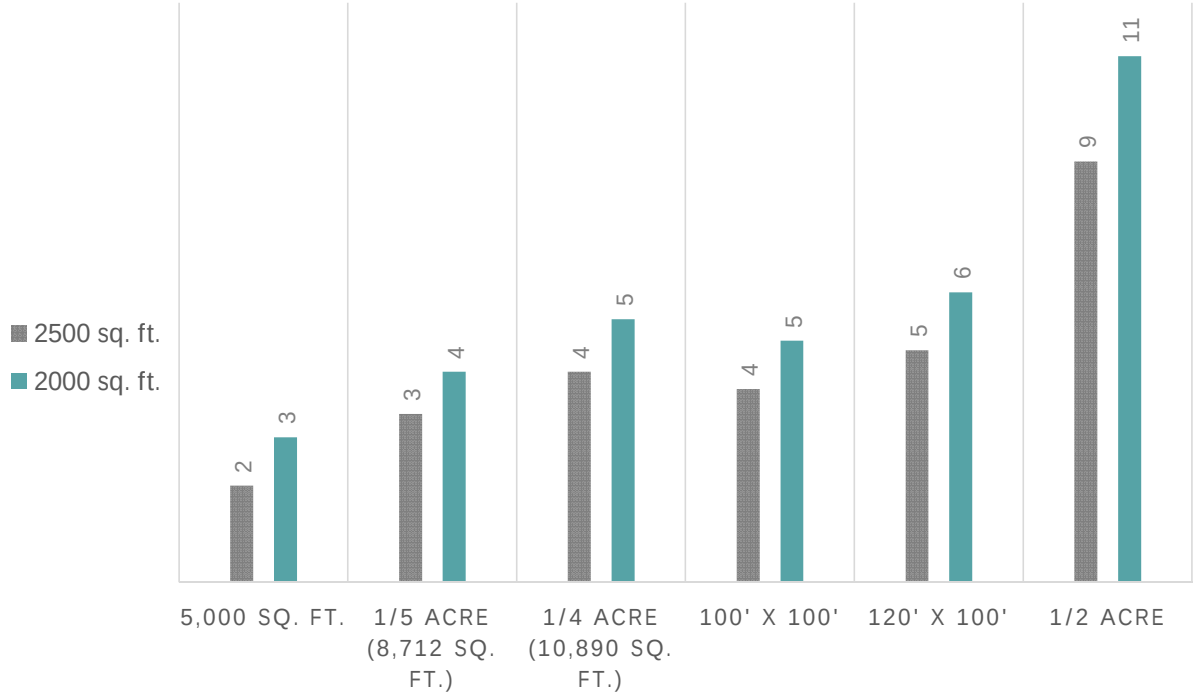


Single-Family Minimum Landscape Requirements



Current Requirements

- 1 Tree per 2,000 square feet



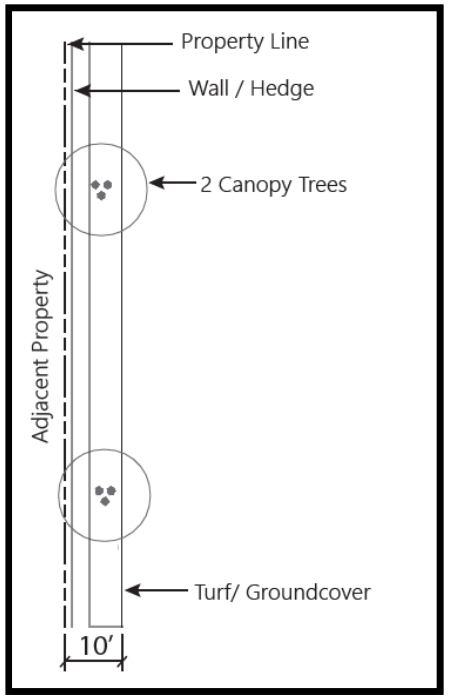
Buffers

Minimum Standards

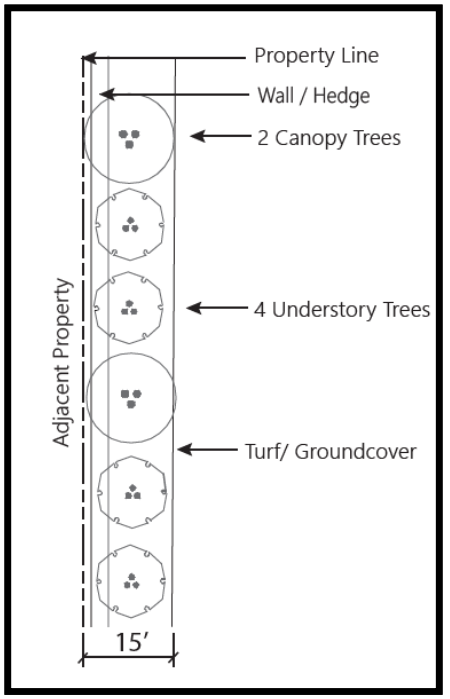
Responsibilities

Planting Requirements

Access Requirements



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Low	10 Feet	Two (2) Canopy Trees, 66 Shrubs



Buffer Type	Buffer Width	Minimum plantings per 100 linear feet
Medium +	15 Feet	Two (2) Canopy Trees, four (4) Understory Trees, 100 Shrubs Unbroken hedge, fence, or wall.

Tree Preservation

General

- Prohibition on tree removal without permits, establishment of trees, special cases, and tree coverage standards for residential, commercial, industrial, and agriculture areas

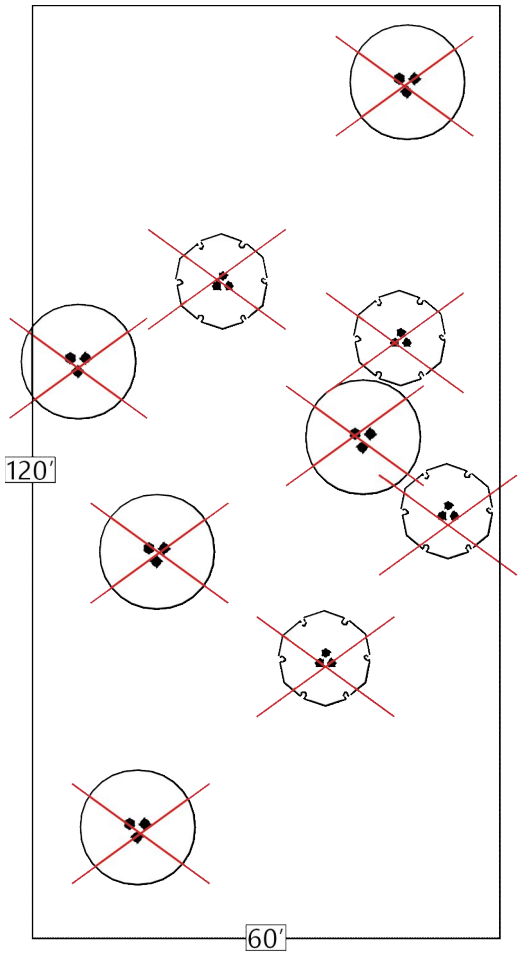
Tree Removal and Replacement

- Which trees require permits for removal

Replacement Trees

- Replacement tree calculation, replacement tree standards, tree mitigation fund, fees

Tree Removal and Replacement



9 Trees, non-specimen

Total DBH Inches = 56”

Replacement DBH Inches = 22.4”

If satisfied with new plantings:

3-5 trees on site (totaling 22.4”).

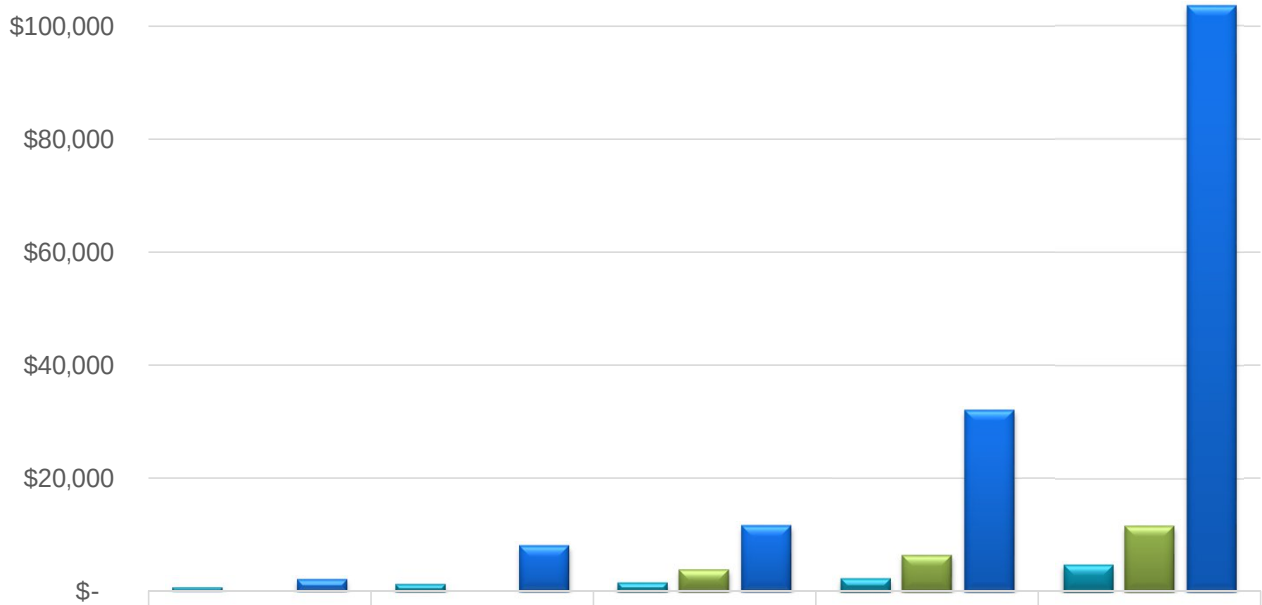
If satisfied with minimum plantings + payment to tree mitigation fund:

3 trees on site + payment of $1,201

Tree Removal and Replacement

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees



	5" DBH	10" DBH	12" DBH	20" DBH	36" DBH
Revised Non-Specimen	$675	$1,350	$1,620	$2,430	$4,860
Revised Specimen	0	0	$3,900	$6,500	$11,700
Current Costs	$1,998	$7,994	$11,511	$31,976	$103,601

Violations to the Tree Preservation Section

All costs are per DBH inch

- $135 – Verified on-site trees impacted
- $325 – Specimen Trees
- $750 – Historic Trees
- +$400 – Trees Identified as “Preserved” (in addition to the above rates)

- If tree size cannot be determined it is assumed to be a 24” preserved specimen tree ($17,400)

Tree Preservation

Permitting

- Details on tree removal applications, timing, and restrictions

Violations and Penalties

- Penalties and fees for violating tree removal provisions

Appeals

- Timeline and procedures for appealing decisions related to this code

Questions?

Jhartsfield@VHB.com

407.965.0520

www.VHB.com

Project Contact
Stephanie Doster
Planning Manager,
City of New Smyrna Beach
SDoster@cityofnsb.com

Thank You!

City of New Smyrna Beach

Landscape Code Update

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 17-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 9.13 ± ACRES OF LAND LOCATED AT 2061 PAIGE AVENUE.

April 8, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Voluntary annexation:

- **From:** Un-Incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign Future Land Use categories and zoning designations that would be as similar as possible to existing County designations. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City Future Land Use category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel at 2061 Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on March 3, 2025 the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the annexation application.

The Planning Department recommends that the Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

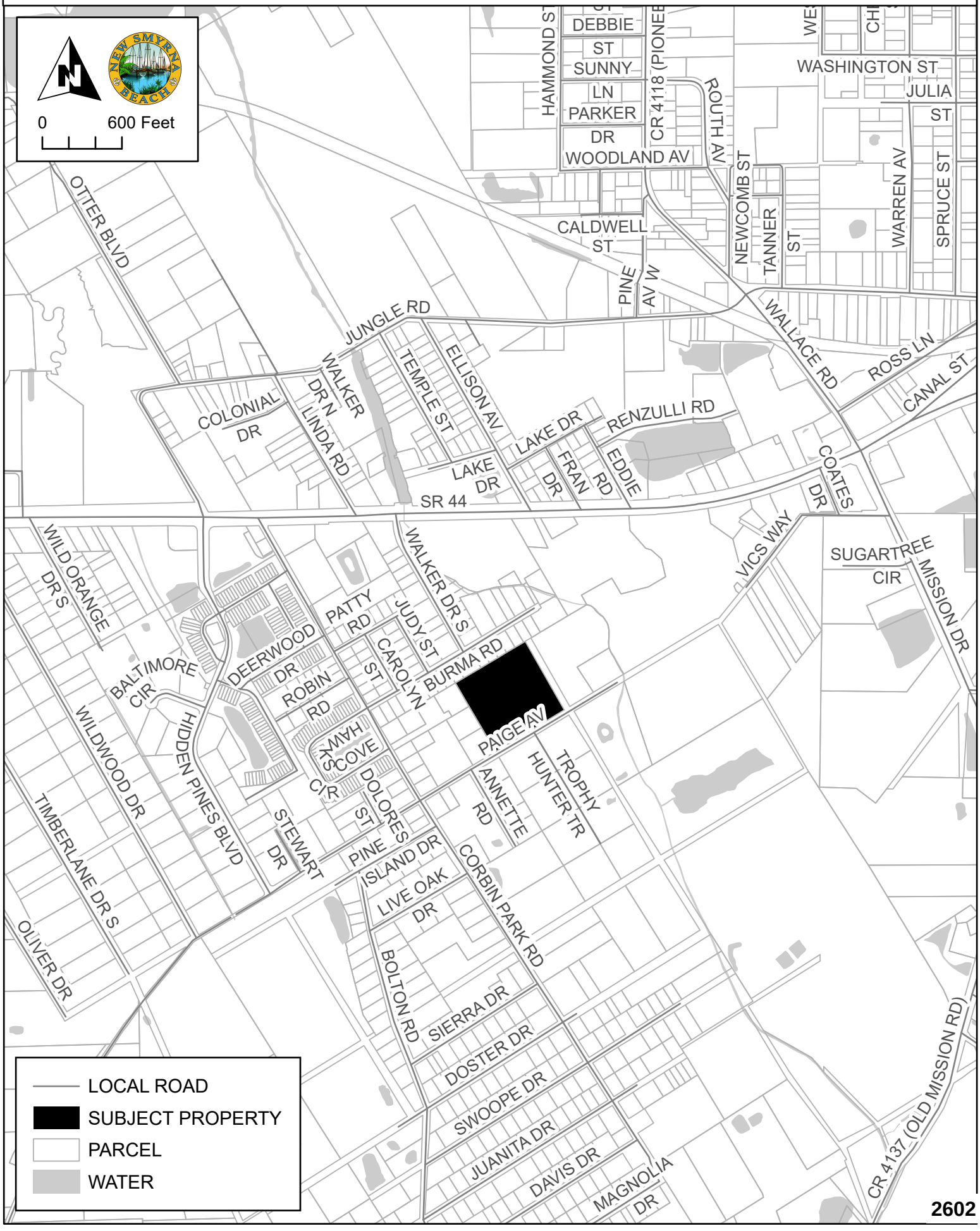
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Deed.pdf
Business Impact Estimate - Ord 17-25 2061 Paige Ave.pdf
Ord 17-25 Annex 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP

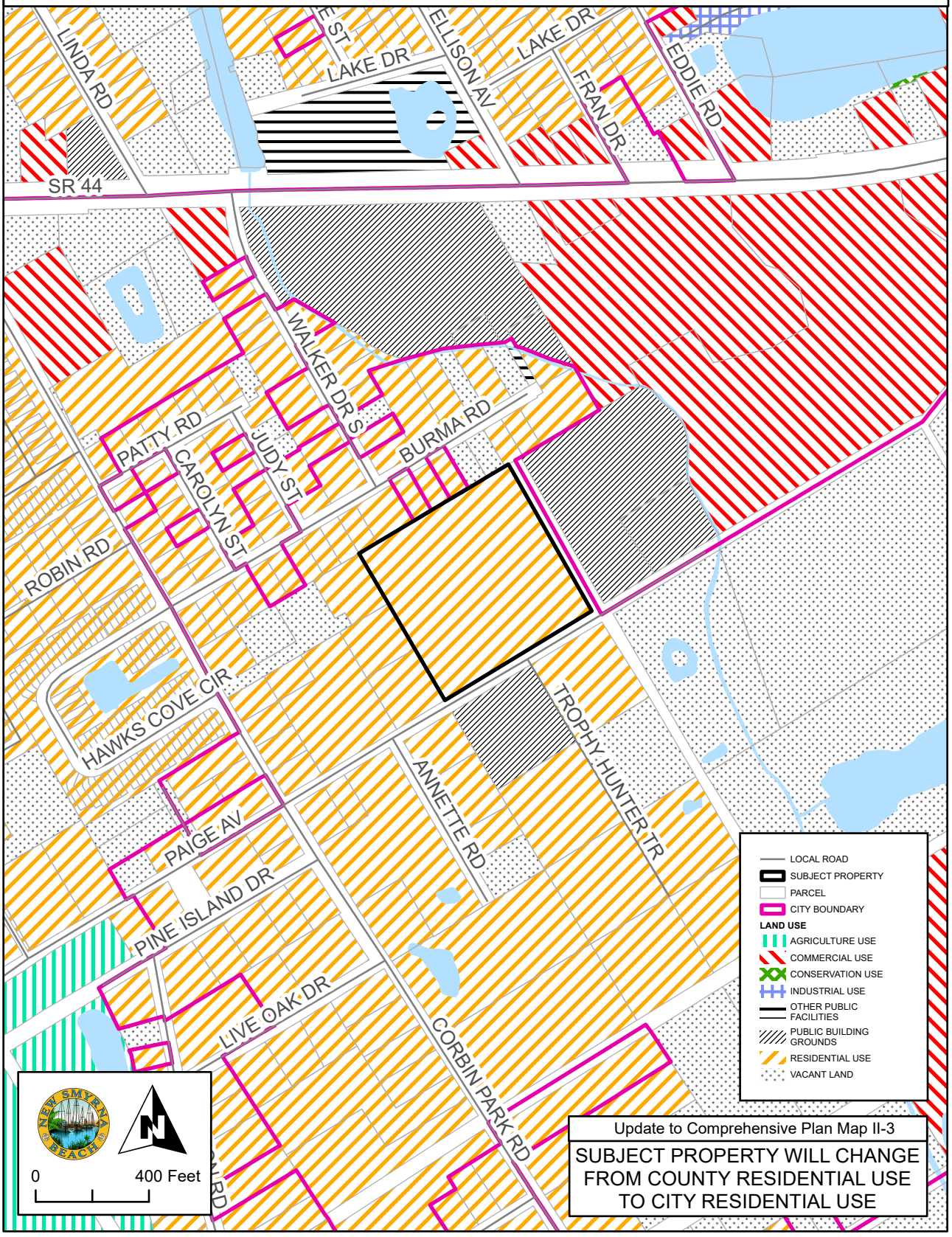


A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



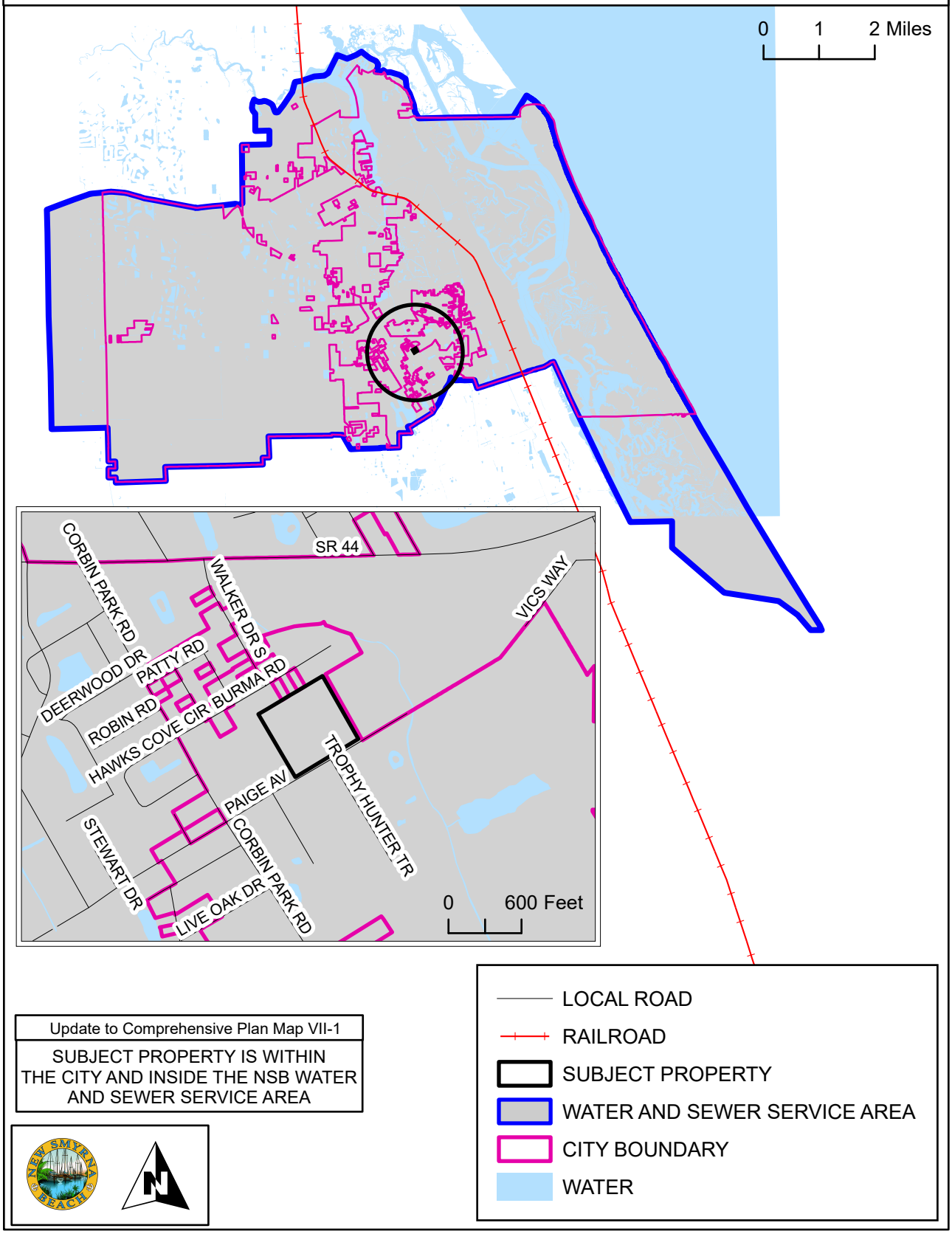
EXISTING LAND USE DESIGNATIONS

A-2-25



WATER AND SEWER SERVICE AREA

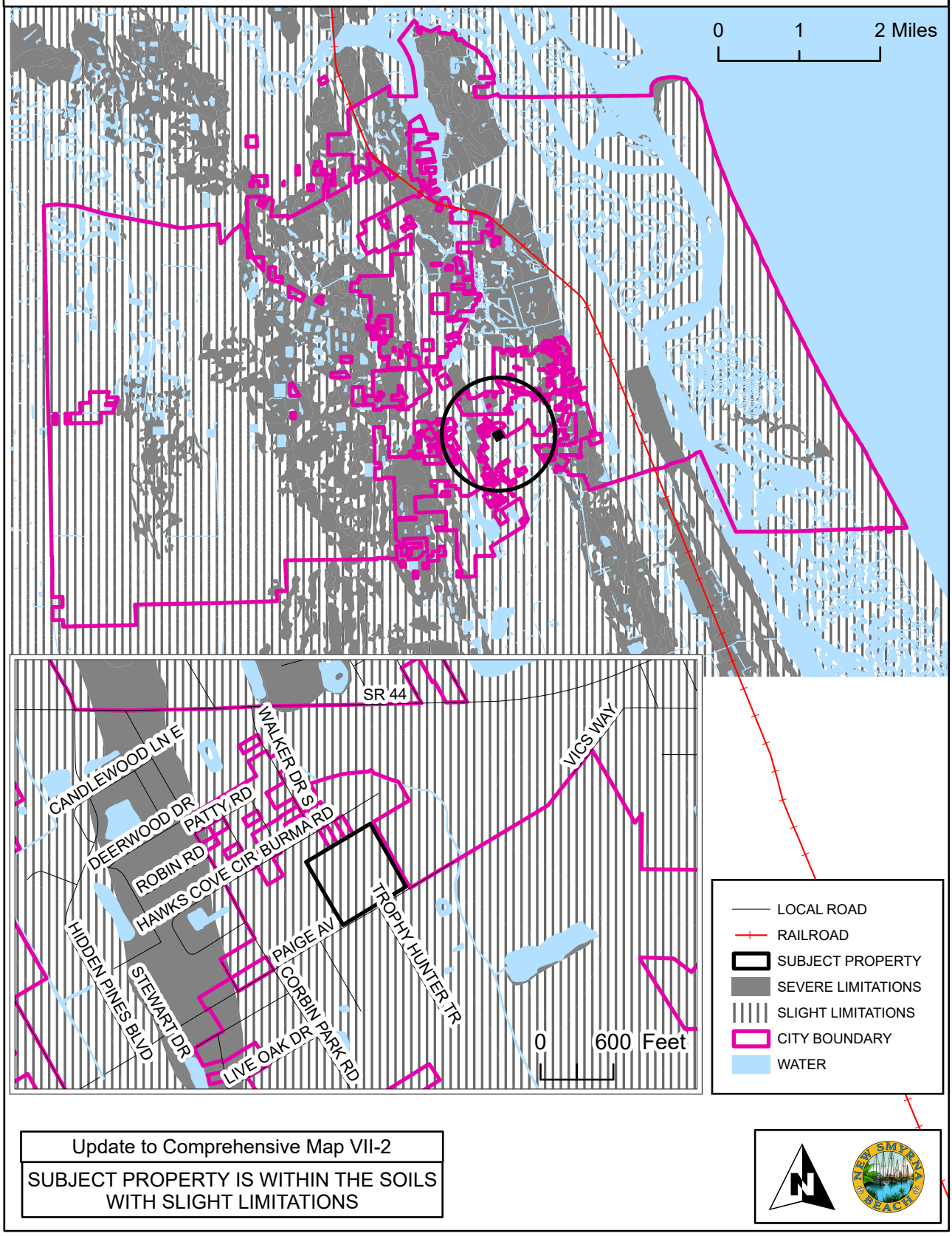
A-2-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-2-25

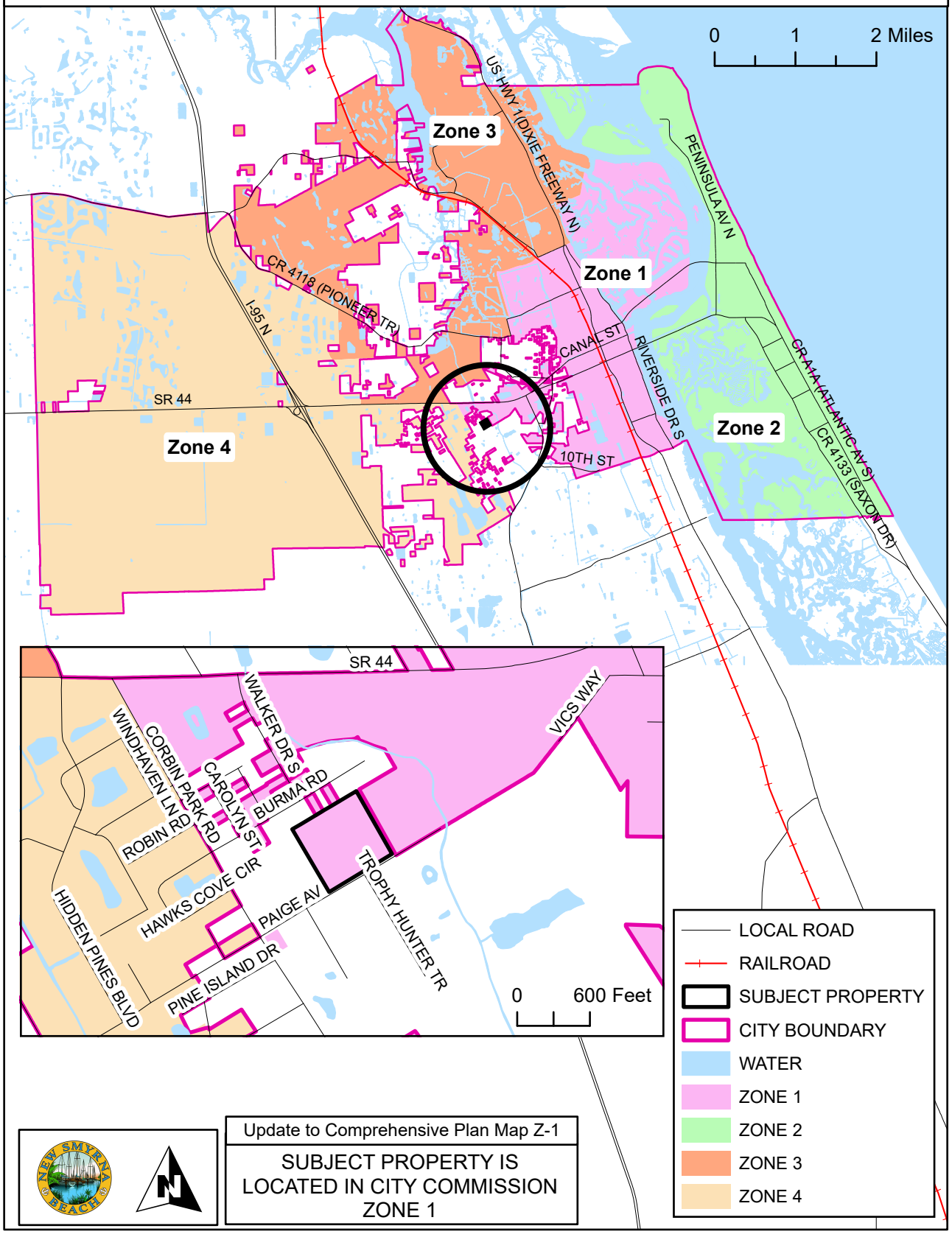


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

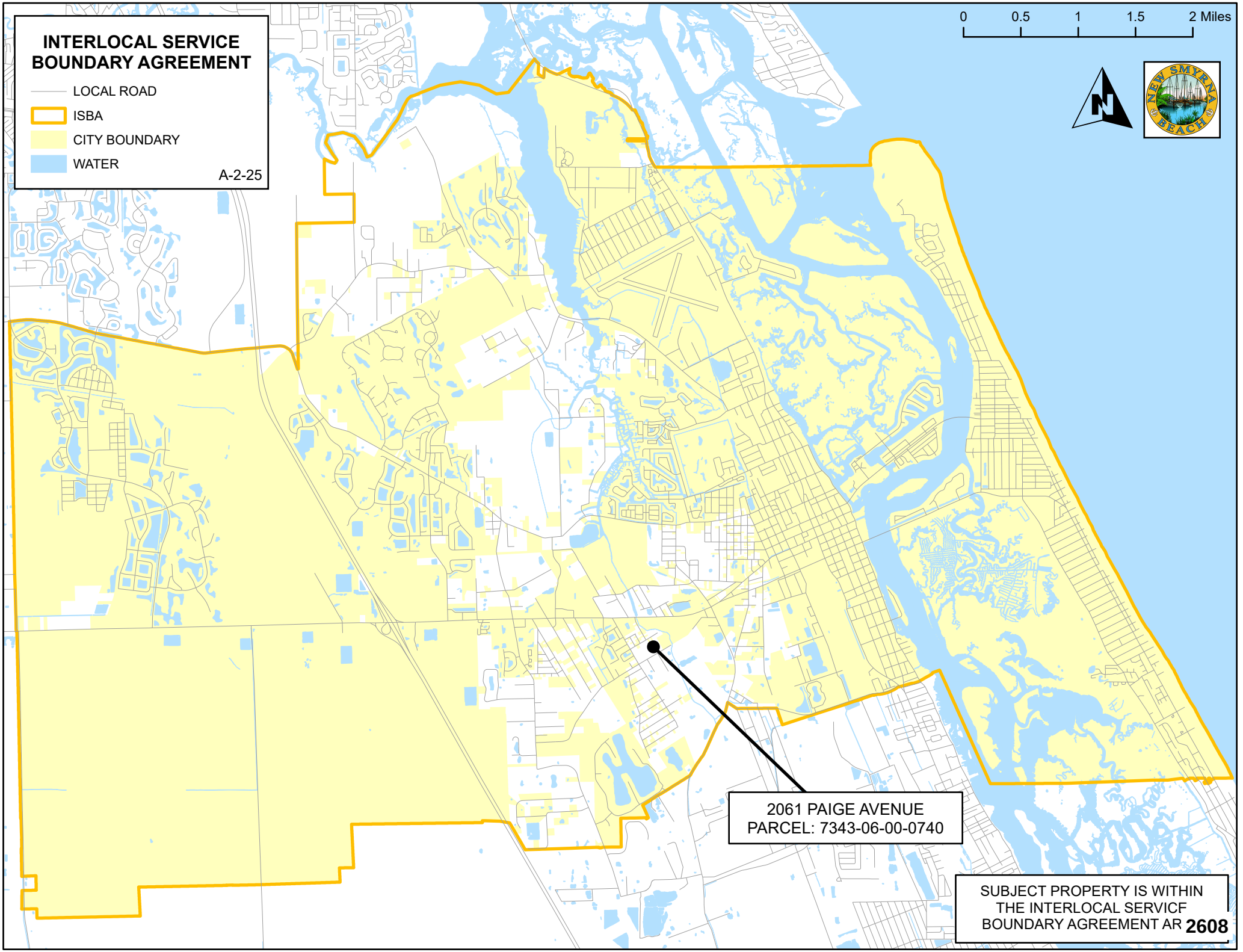
COMMISSION ZONES

A-2-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 2608

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** FEB, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 17-25 Annexing 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 17-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 1; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the annexation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 1. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/1/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

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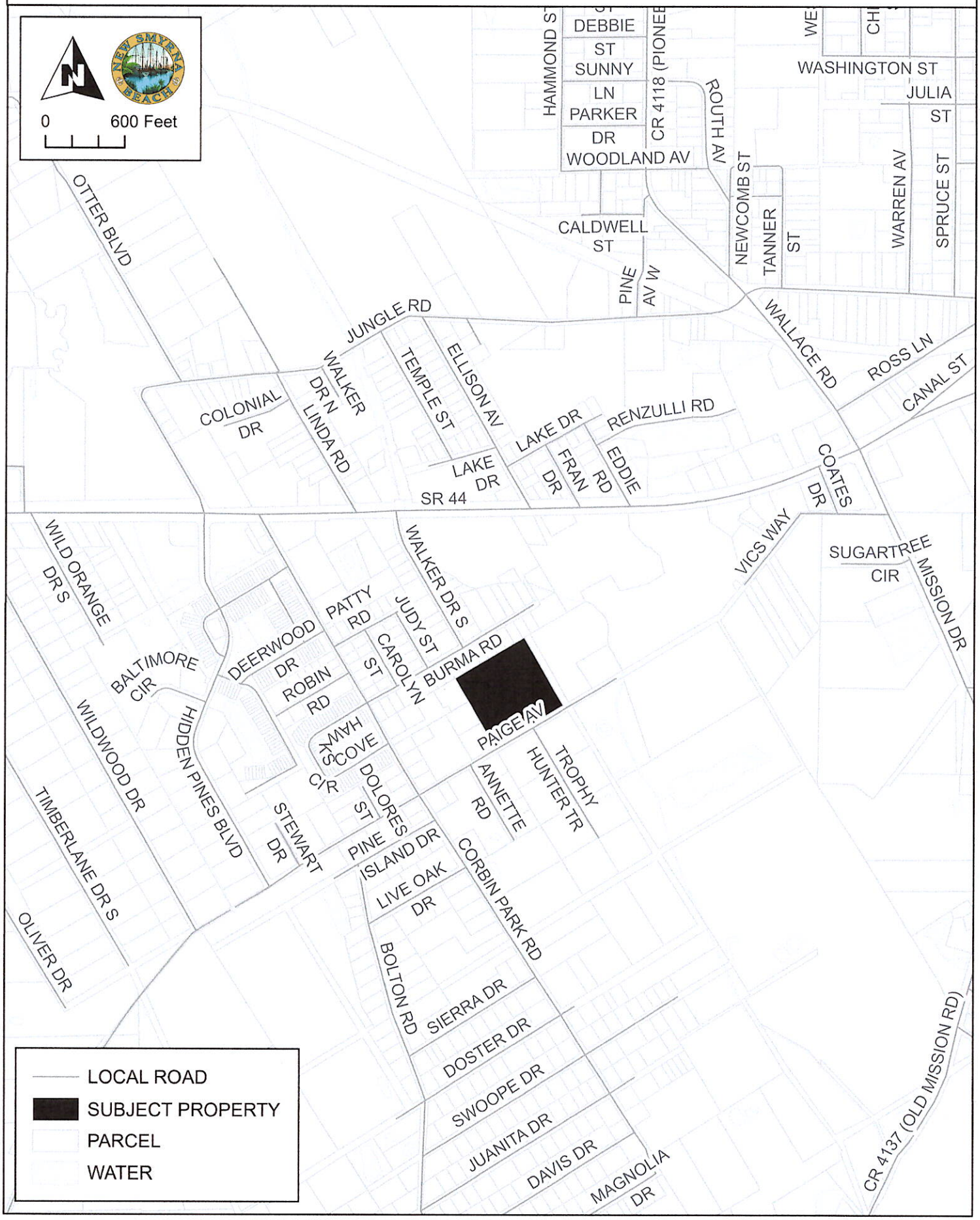
EXHIBIT "A"

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP



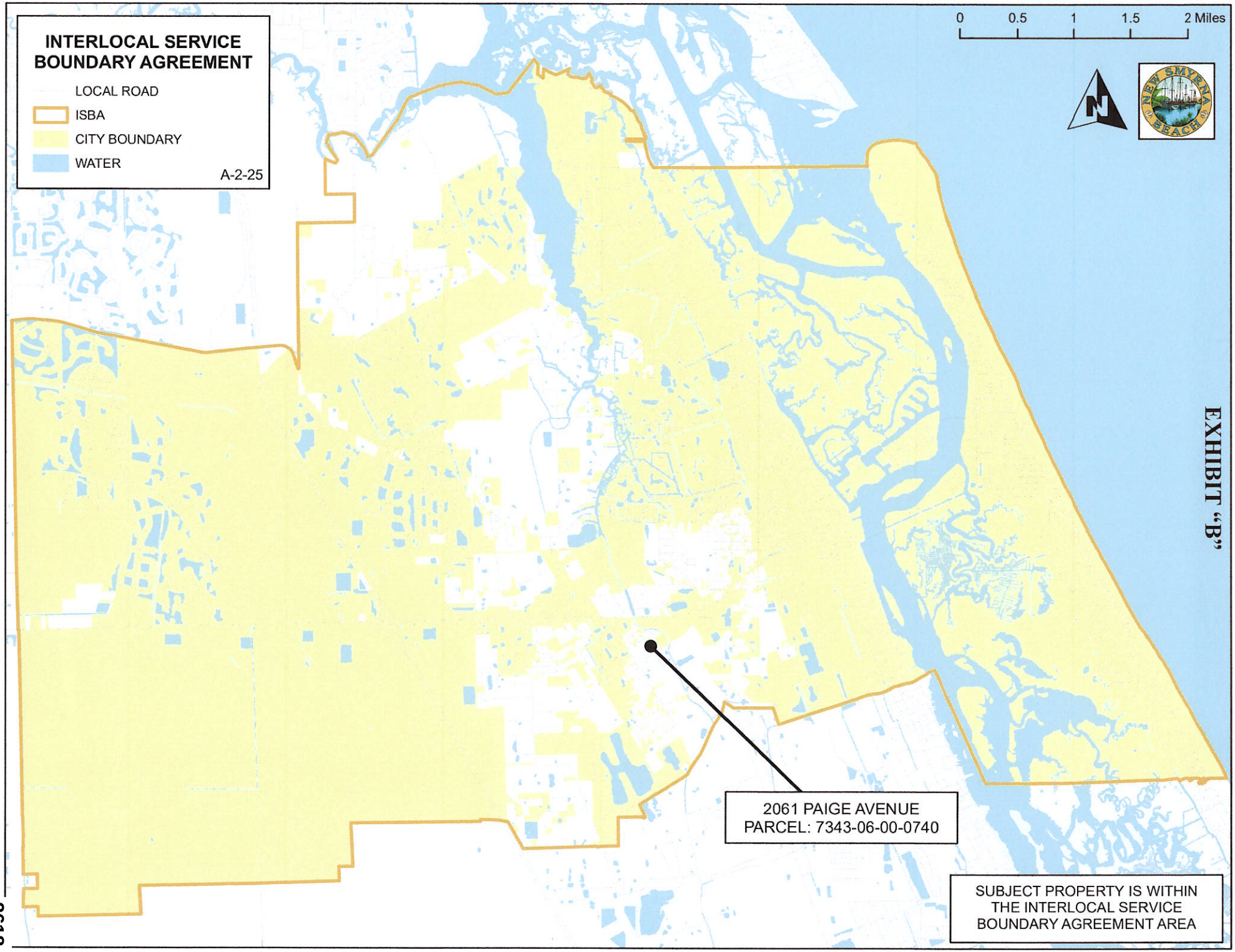
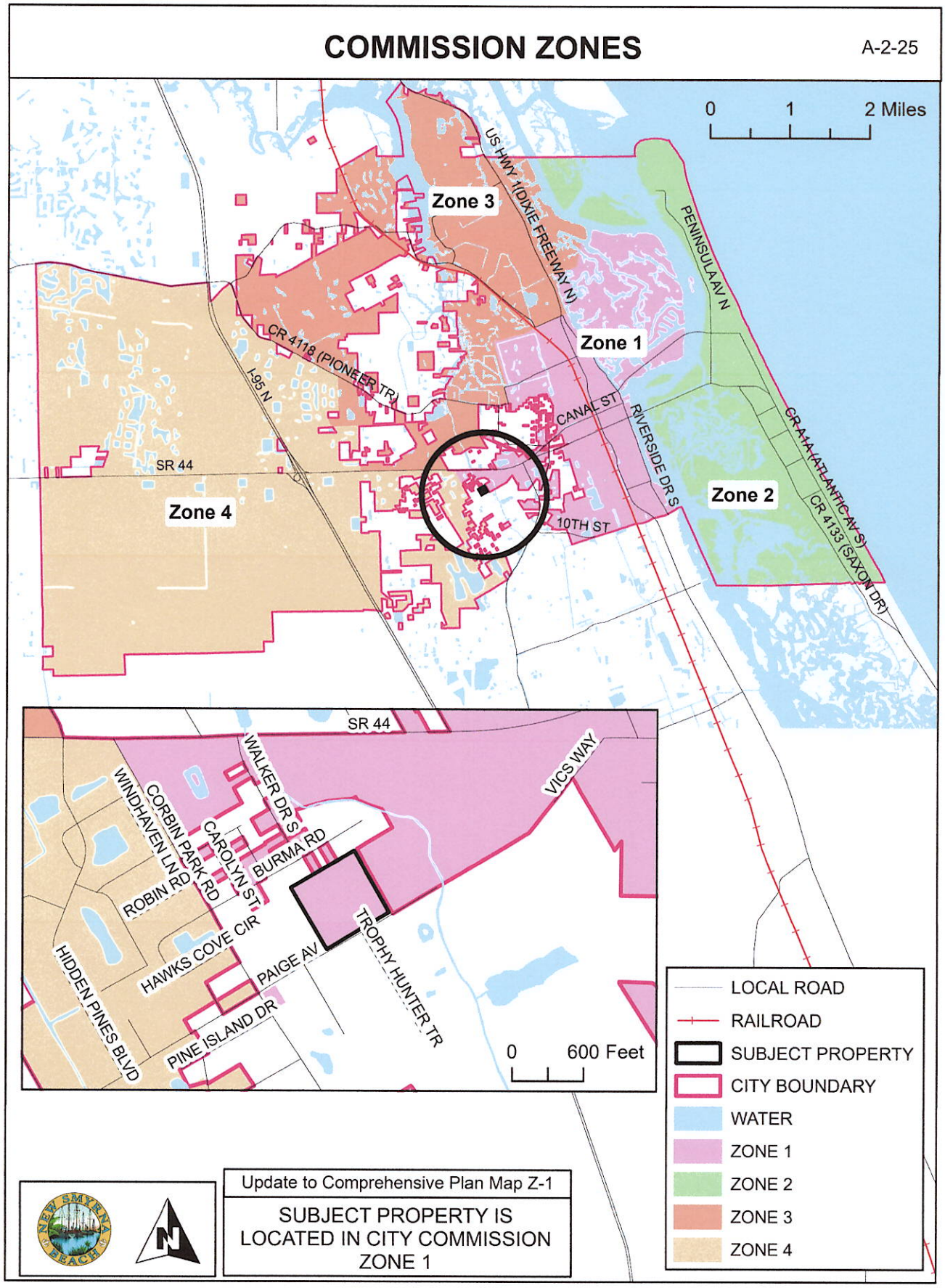

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
EXHIBIT "B"
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-2-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULAAV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4114(ATLANTIC AV S)
CR 4133 (SAXON DR)
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 18-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD GENERATE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY TO MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 2061 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

April 8, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Medium Intensity.
- **To:** City FLU designation of Medium Density Residential.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. As discussed above, the existing County FLU category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City FLU category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City Medium Density Residential Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel at 2061 Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management,

and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 1 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

The Planning and Zoning Board met at a regular schedule meeting on March 3, 2025 and voted, 5-0, to give the City Commission a positive recommendation to **approve** the Small-Scale *Comprehensive Plan* amendment changing the Future Land Use category to Medium Density Residential as part of an overall annexation application.

Staff recommends that the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment changing the Future Land Use category to City Medium Density Residential as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

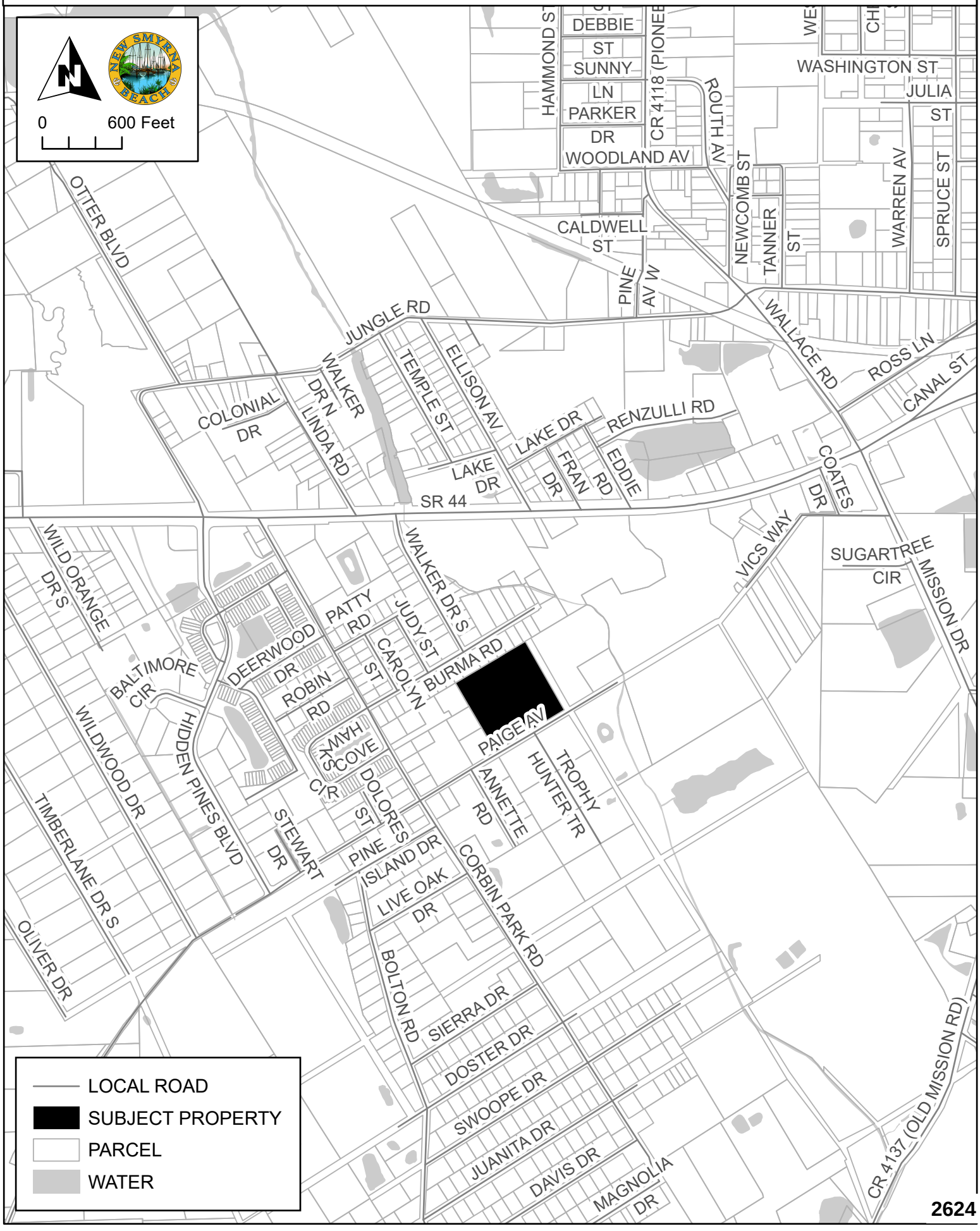
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Medium Density Residential FLU.pdf

Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Deed.pdf
Business Impact Estimate - Ord 18-25 2061 Paige Ave.pdf
Ord 18-25 Small Scale 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP

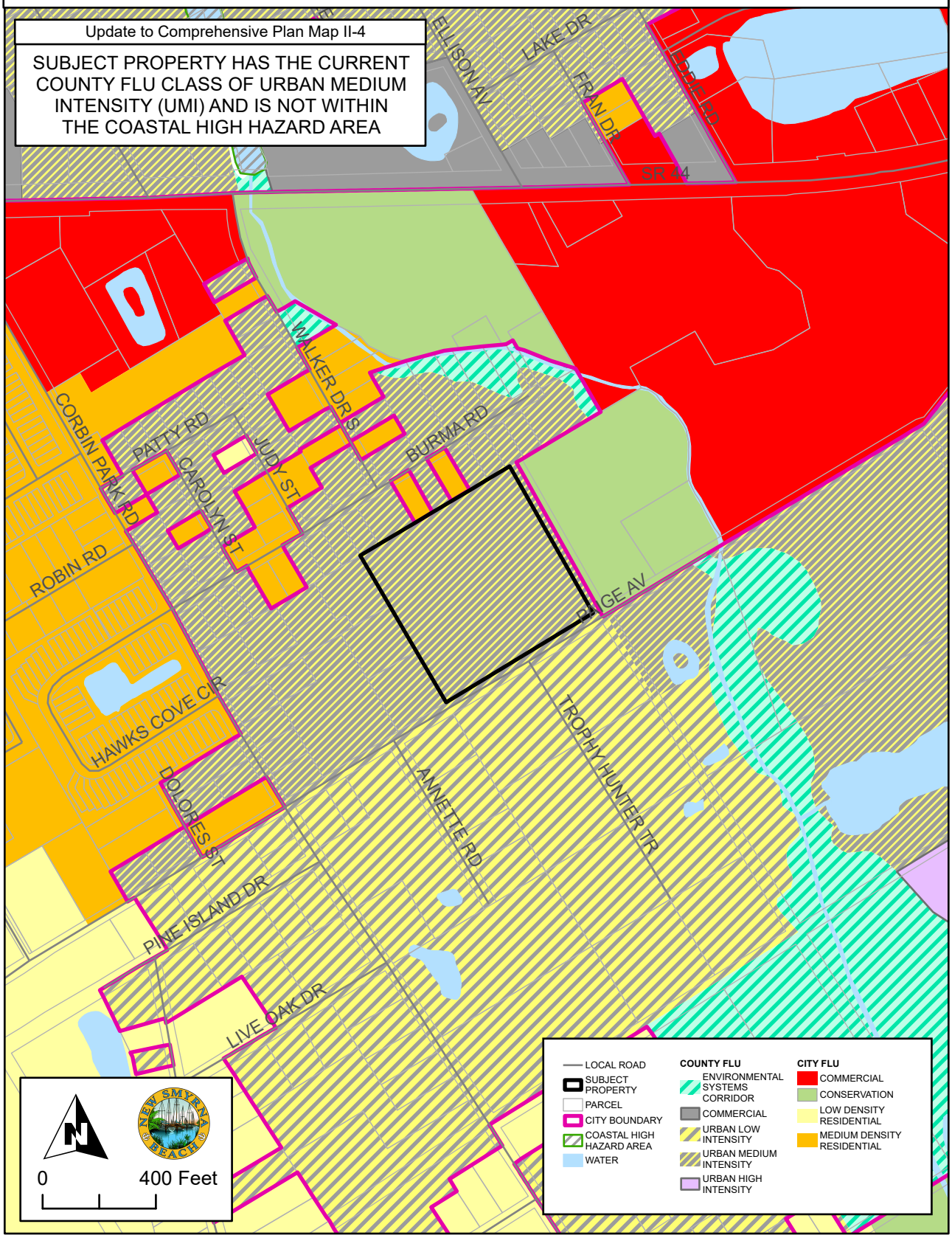


A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-2-25



Urban Medium Intensity (UMI) –

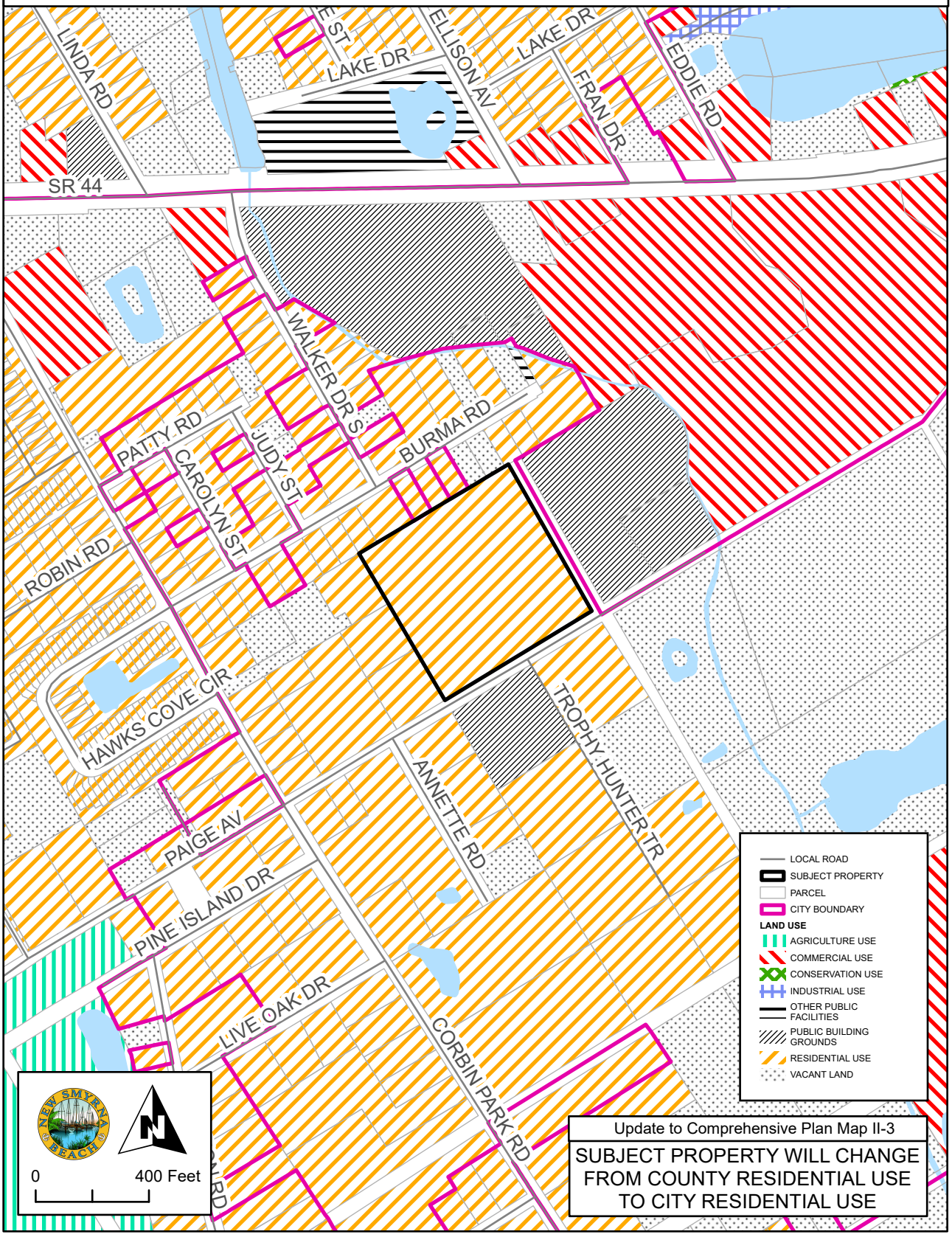
Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-2-25



MEDIUM-DENSITY RESIDENTIAL

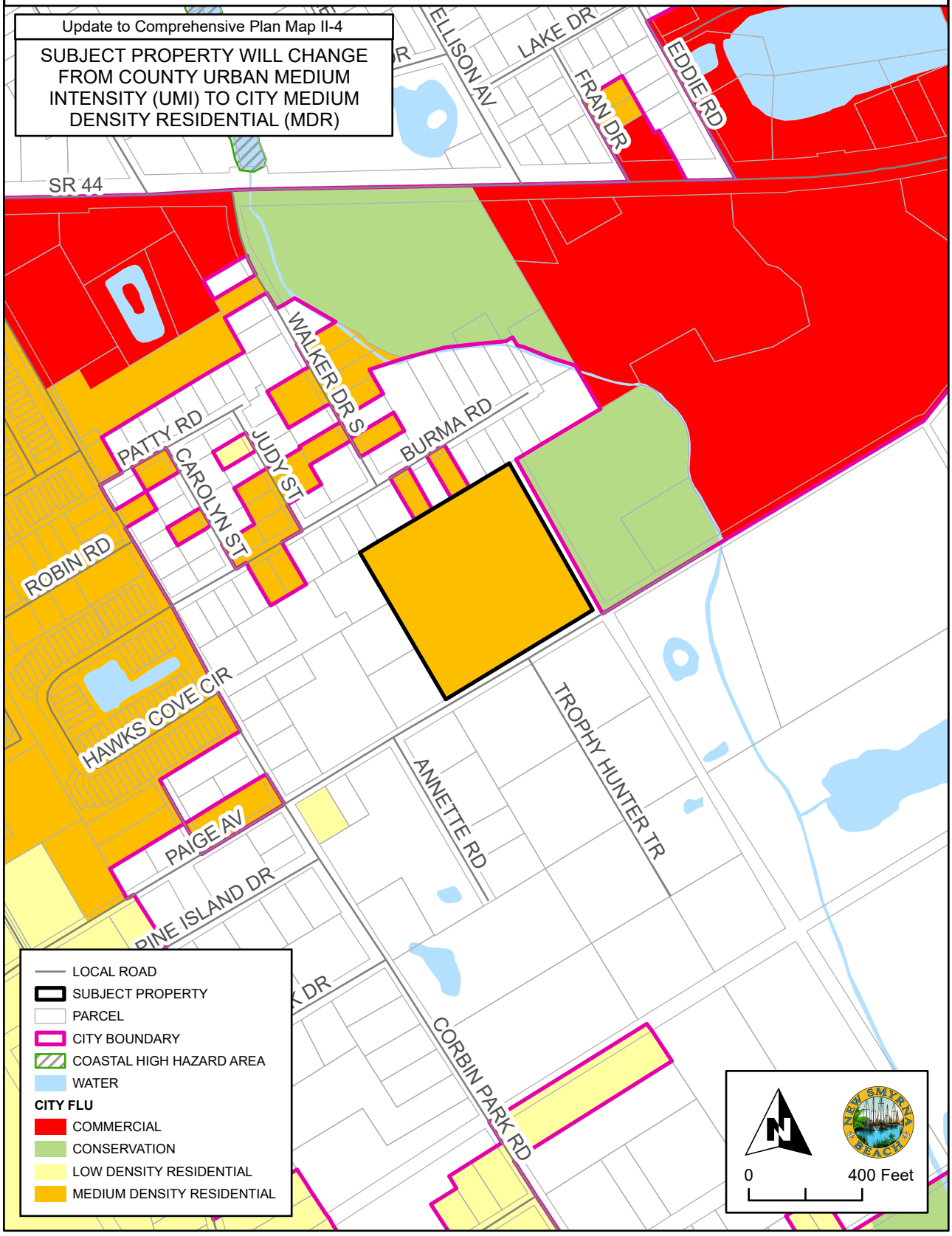
Maximum allowed density: 5.01 to eight [8] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ration (FAR) of 0.5.

Intent: This use is intended to provide a buffer between low-density residential uses and more intense uses, such as a high-density residential or commercial. It is also suitable at major intersections when adequate buffering from highway can be provided.

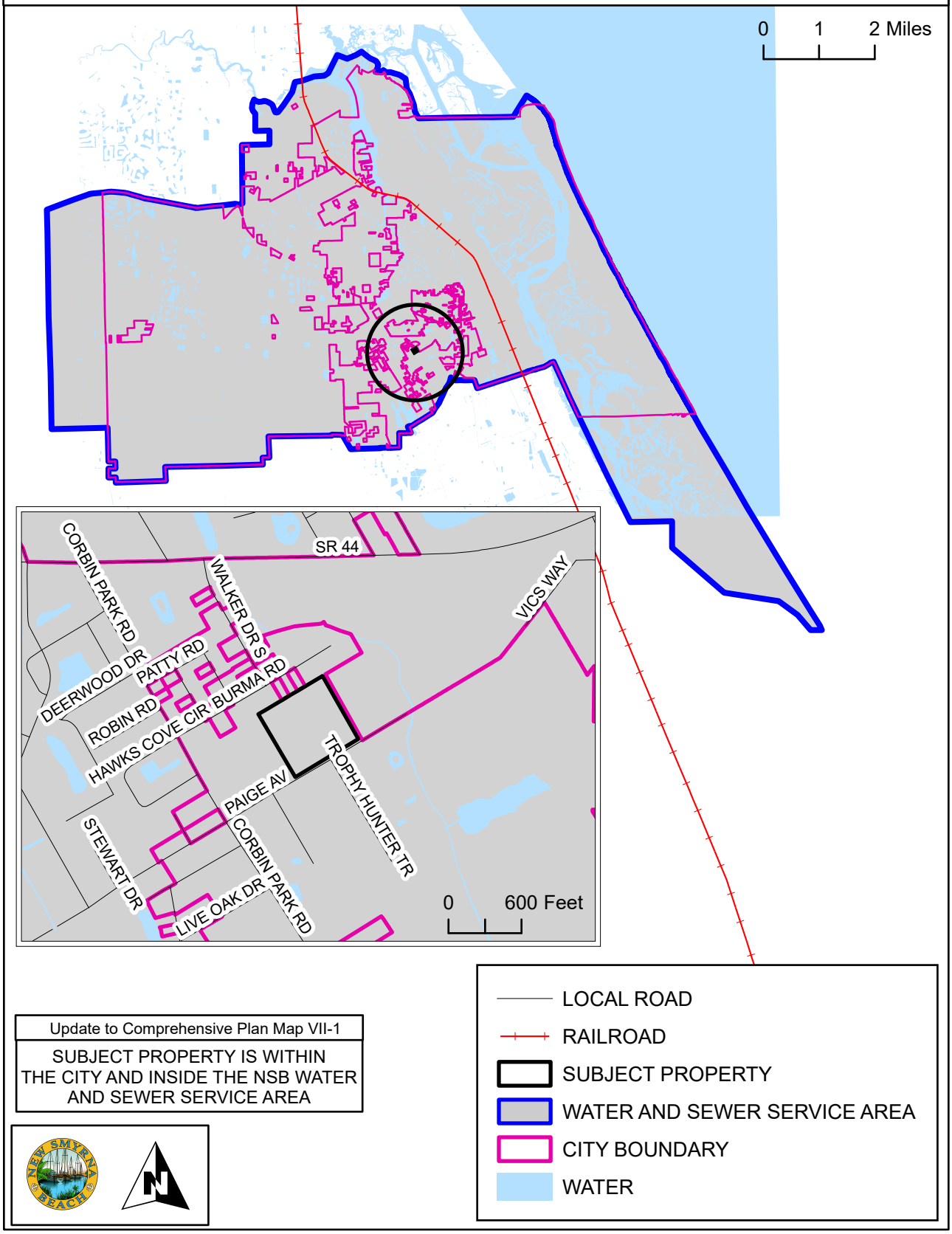
PROPOSED FUTURE LAND USE DESIGNATIONS

A-2-25



WATER AND SEWER SERVICE AREA

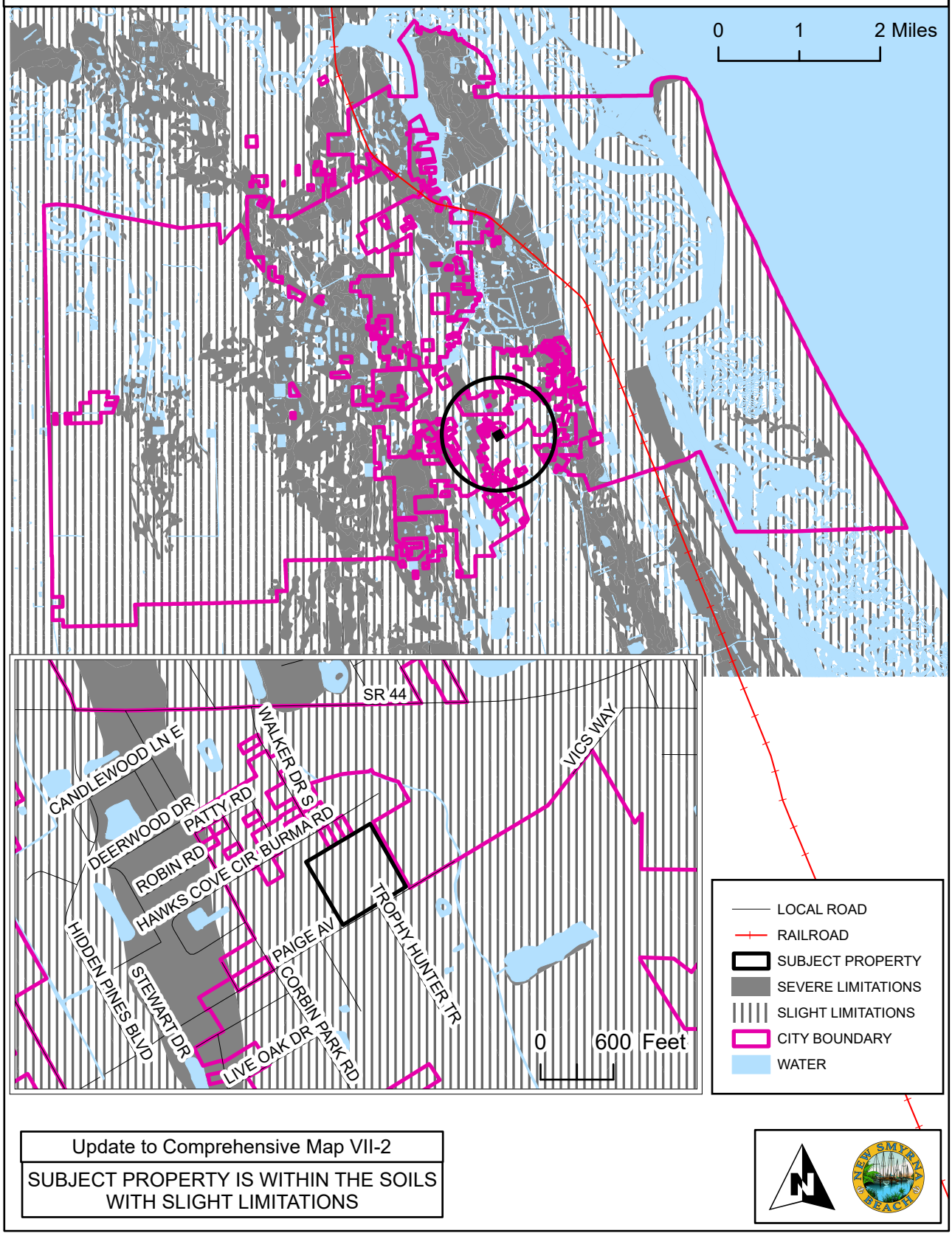
A-2-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-2-25

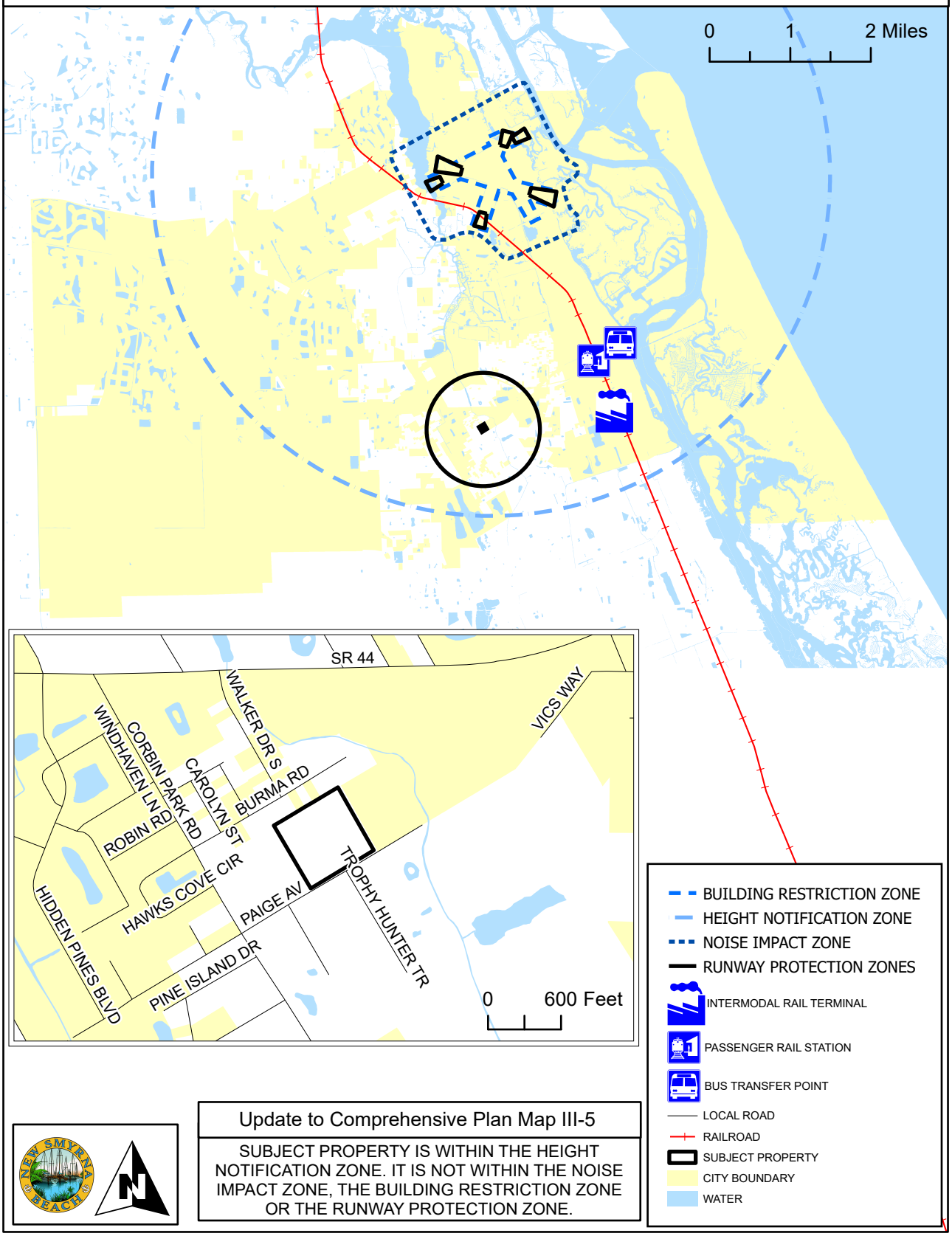


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-2-25

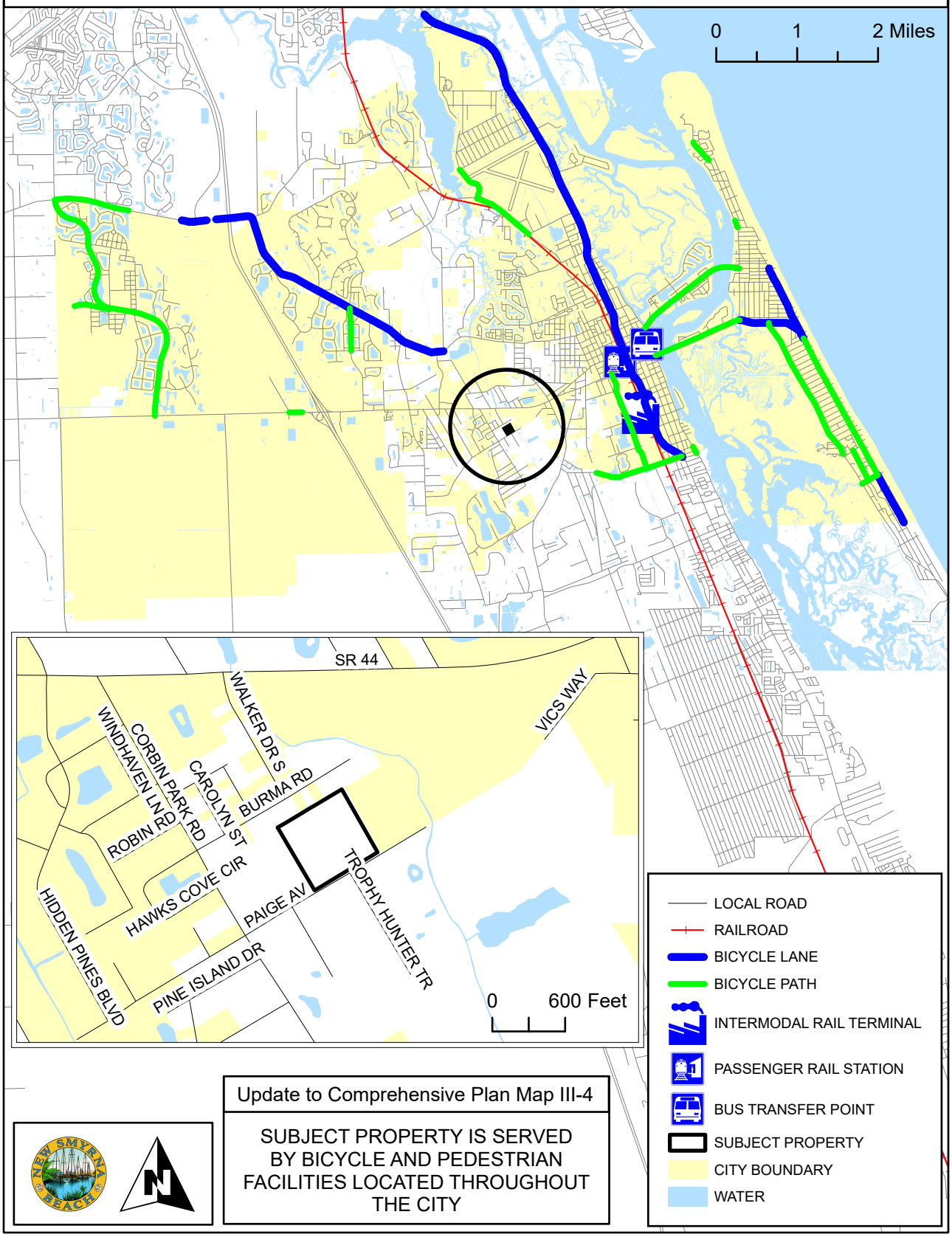


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-2-25

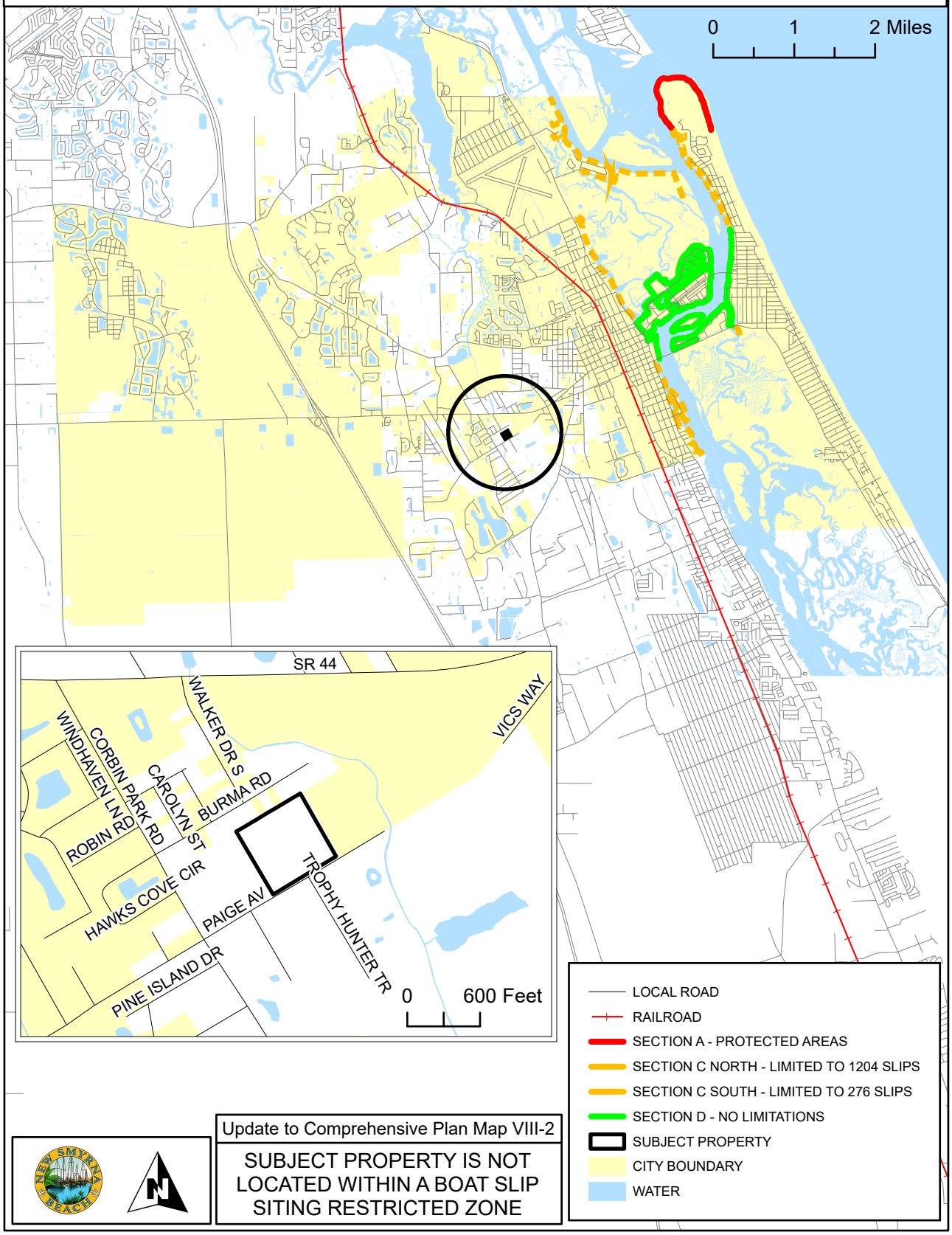


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-2-25

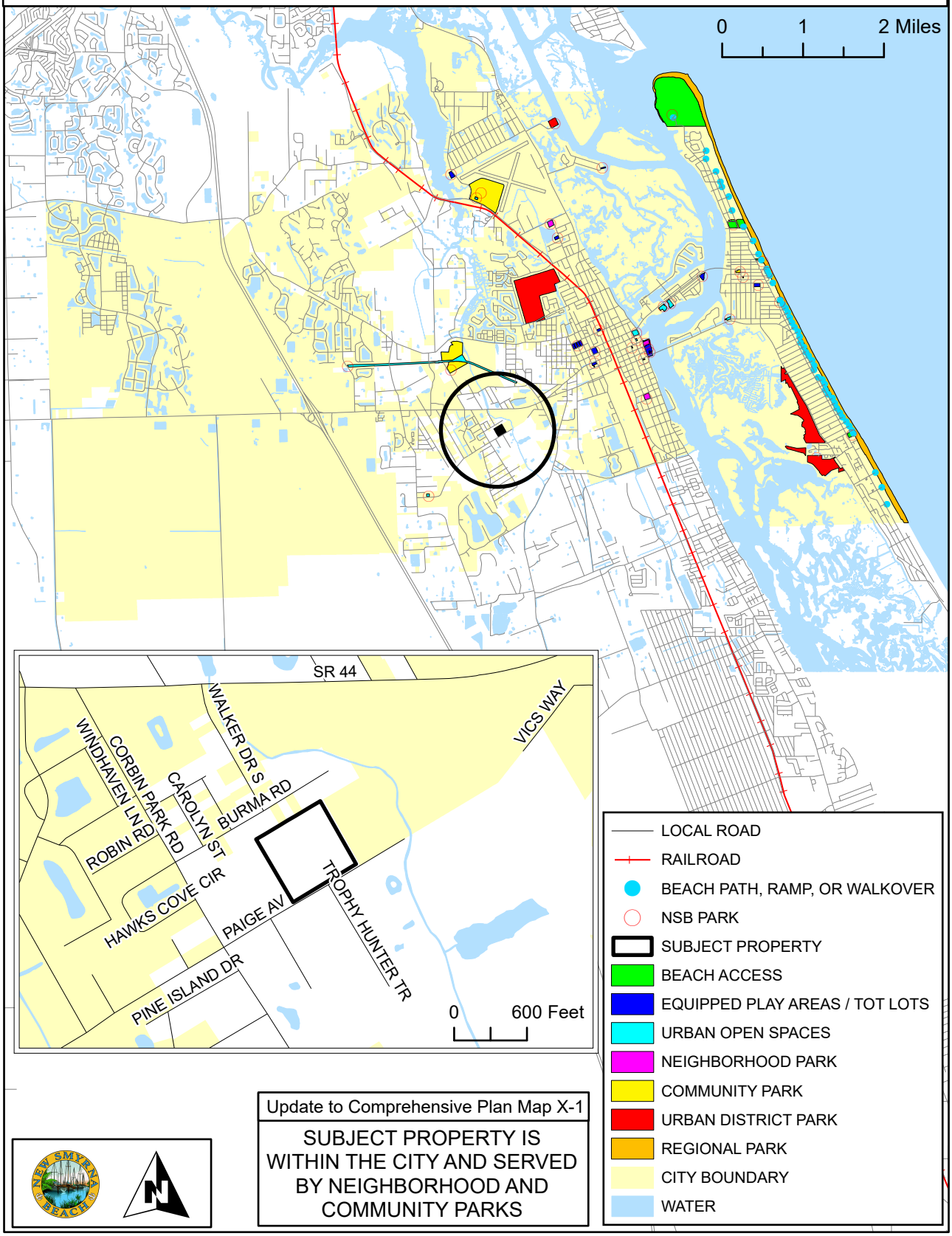


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-2-25

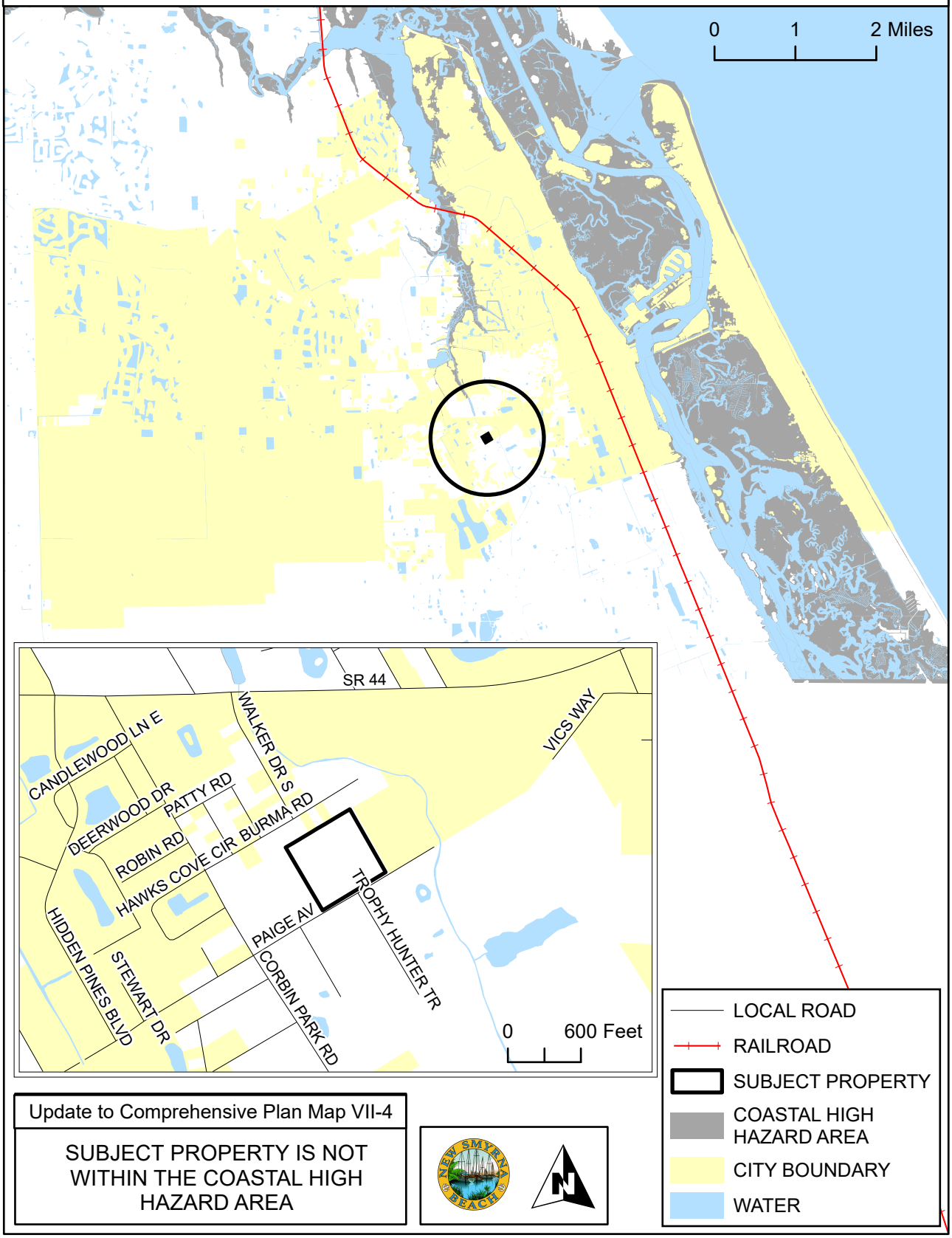


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-2-25

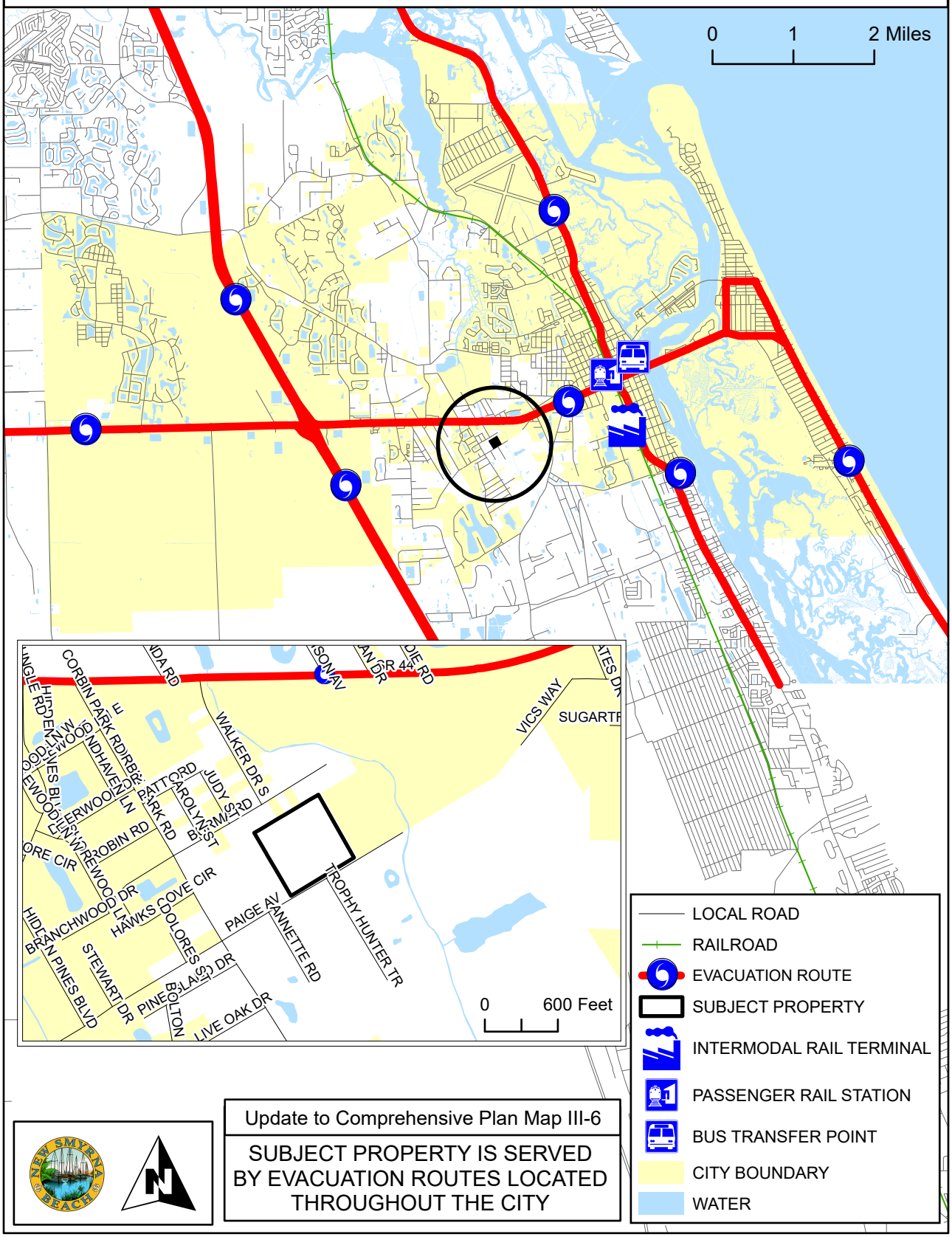


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-2-25

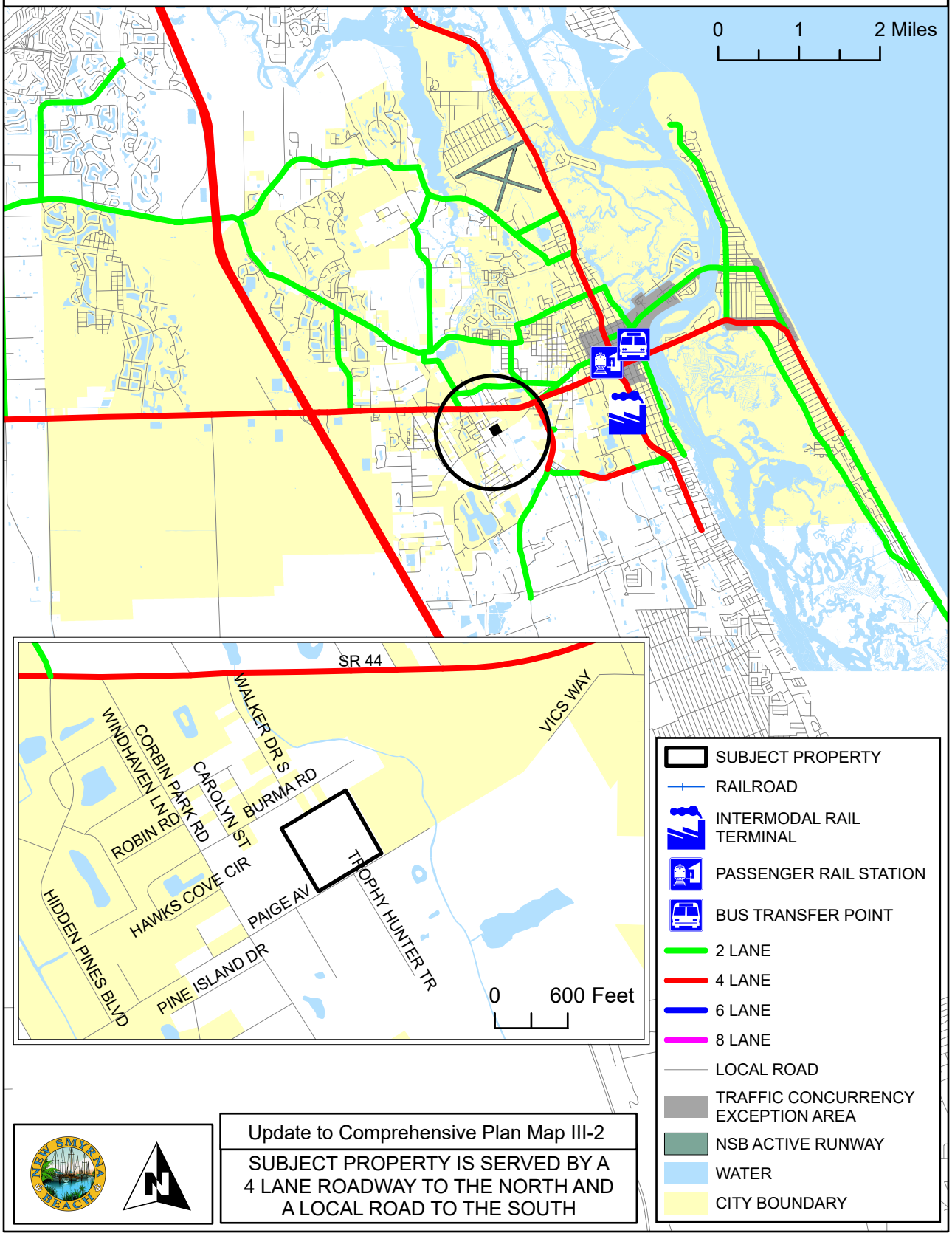


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-2-25

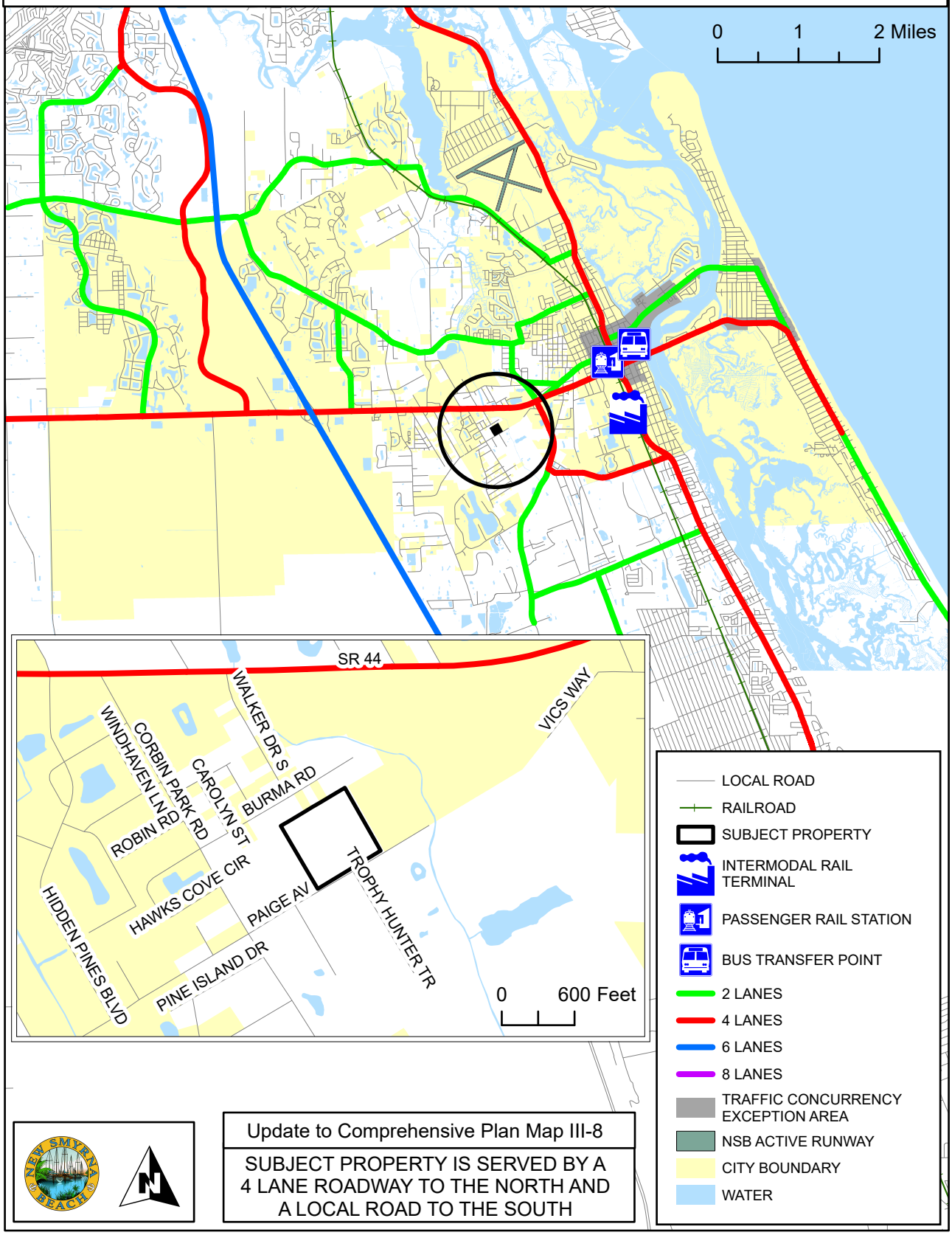


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

NUMBER OF TRAFFIC LANES - 2025

A-2-25

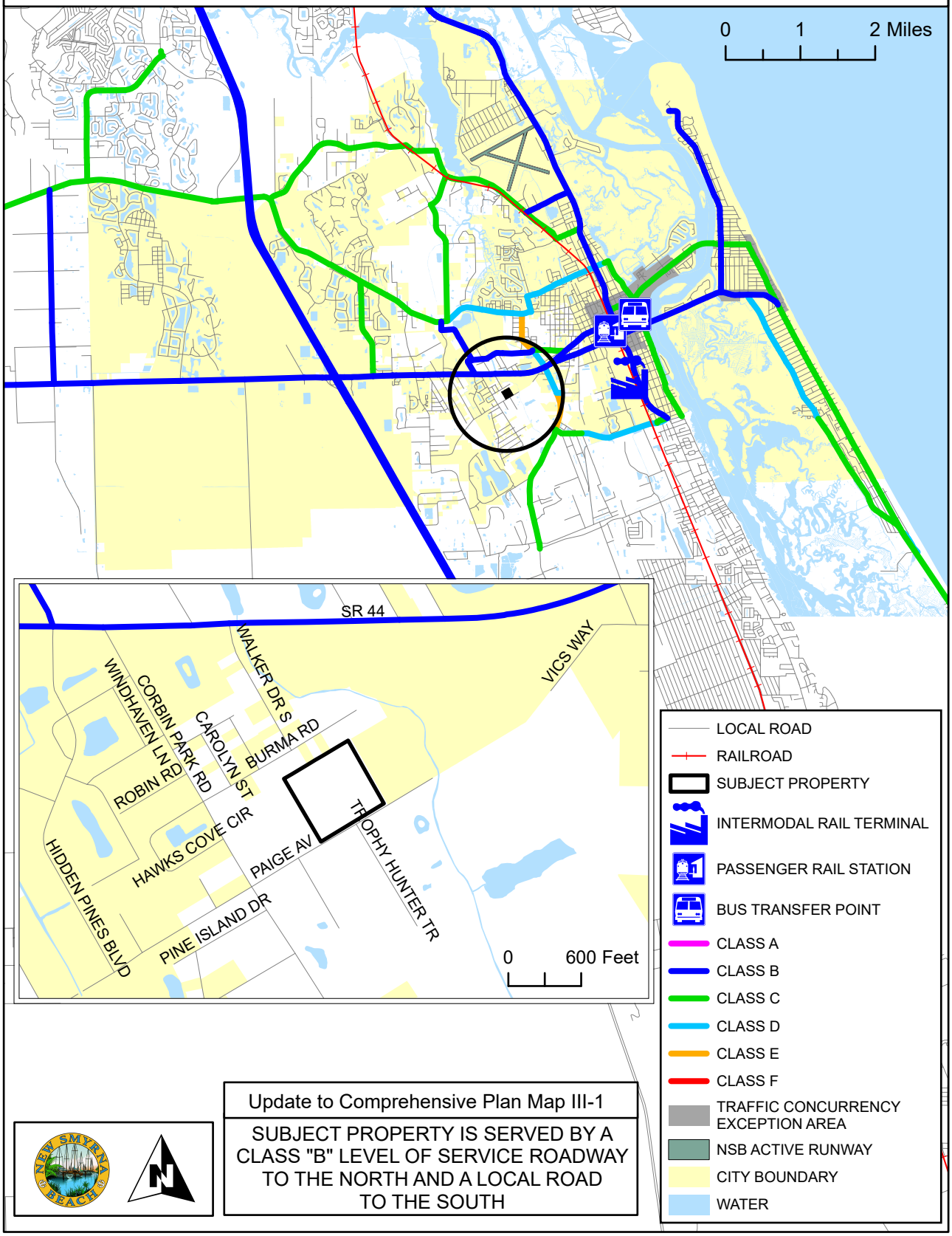


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

EXISTING LEVEL OF SERVICE - 2009

A-2-25

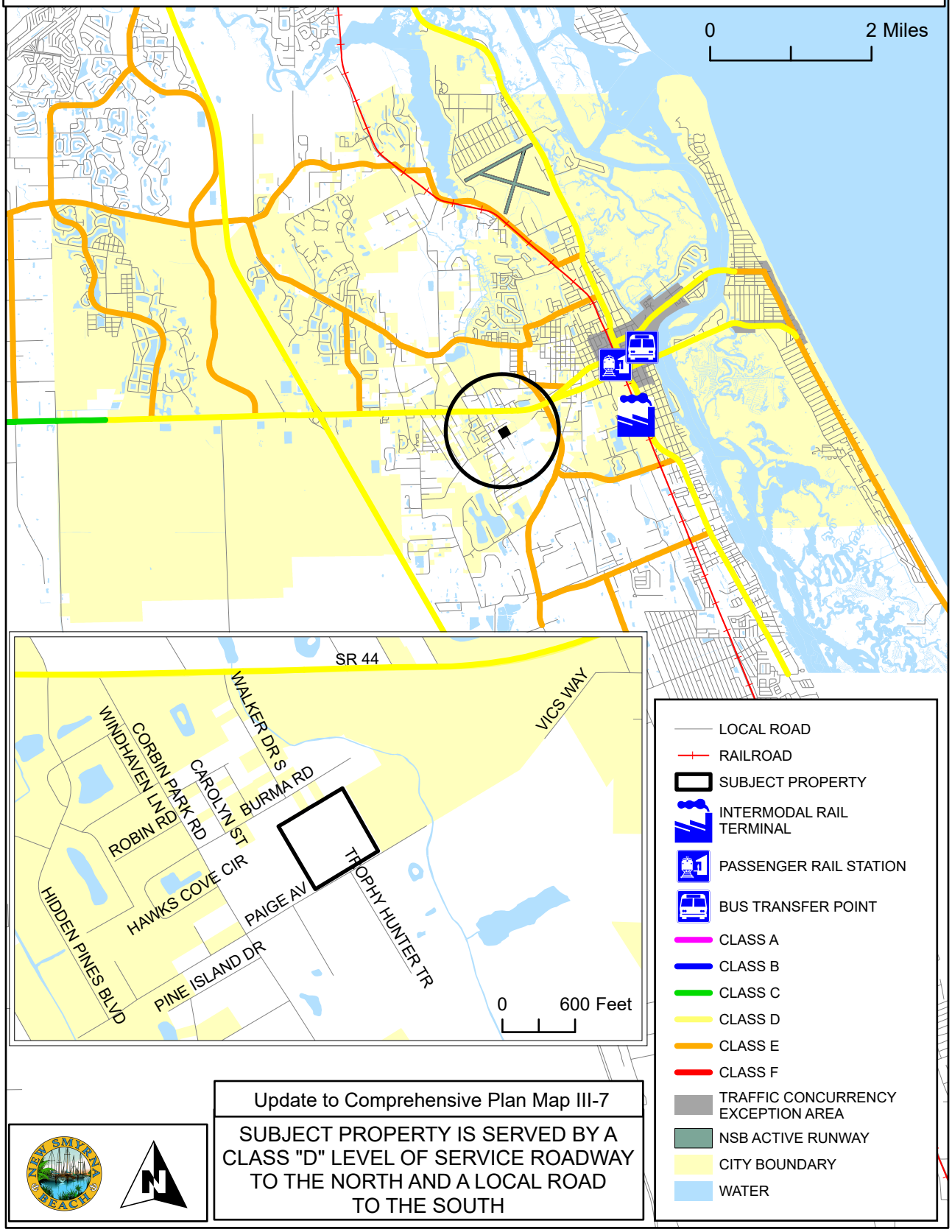


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

LEVEL OF SERVICE - 2025

A-2-25

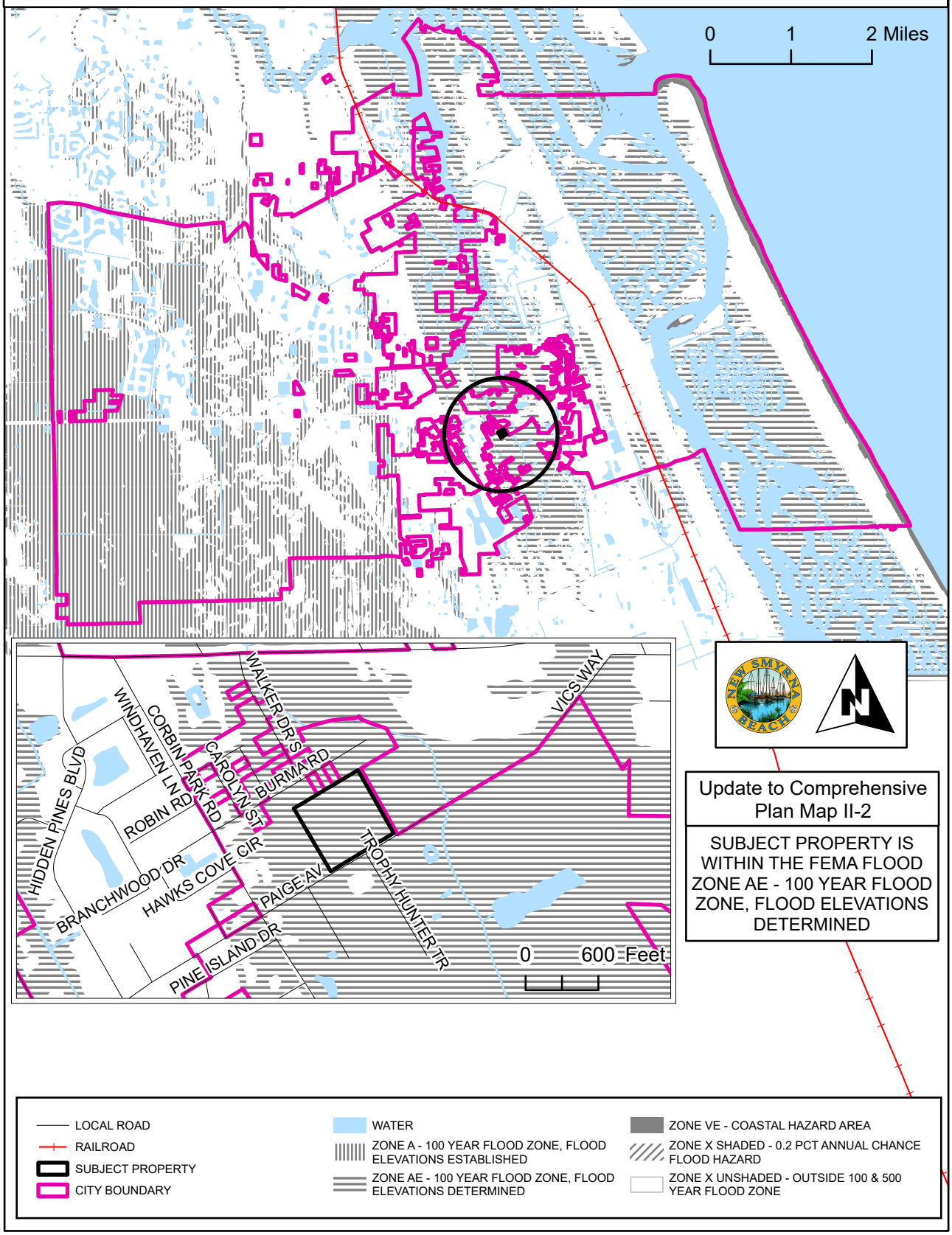


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

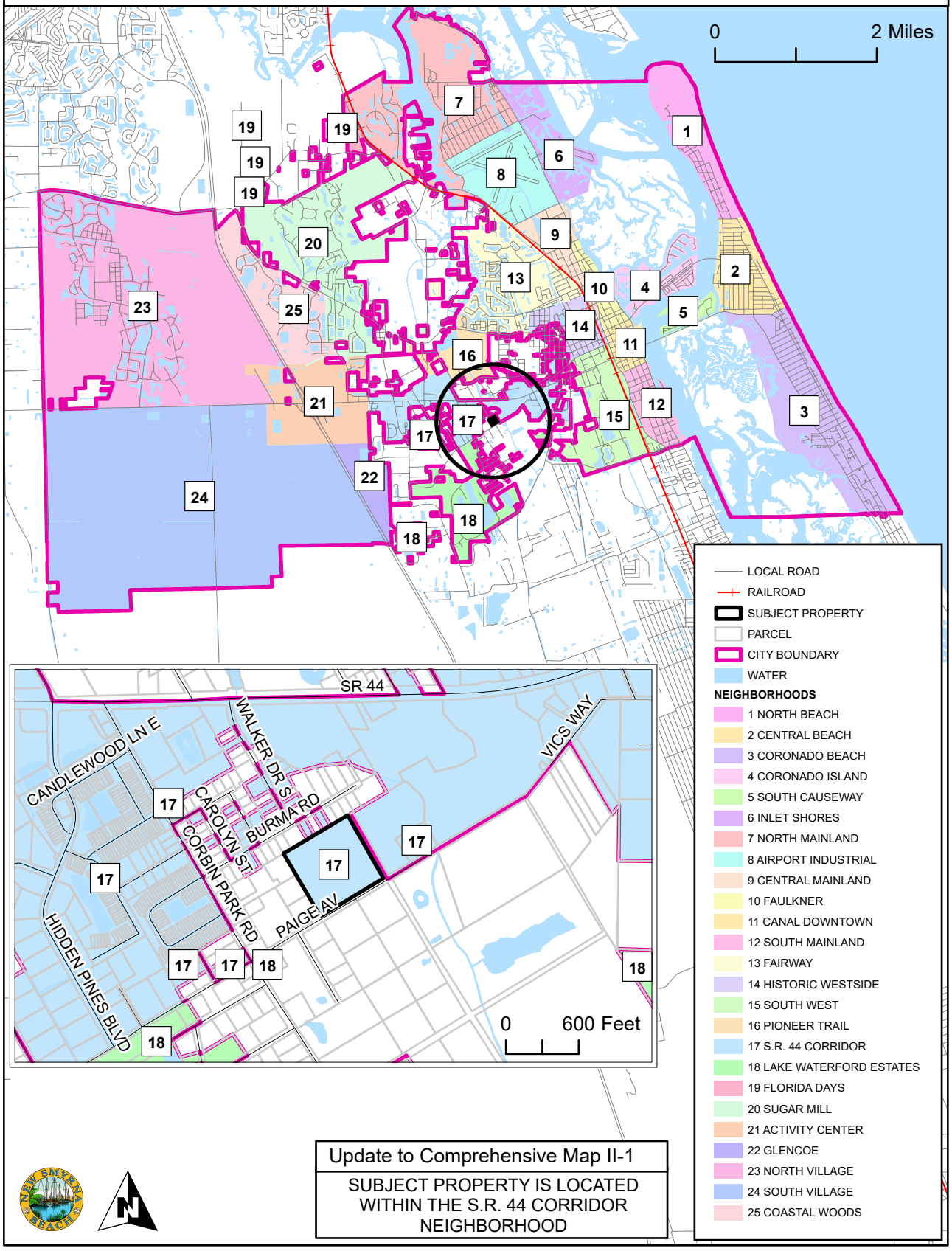
FLOOD PRONE AREAS

A-2-25



NEIGHBORHOODS

A-2-25

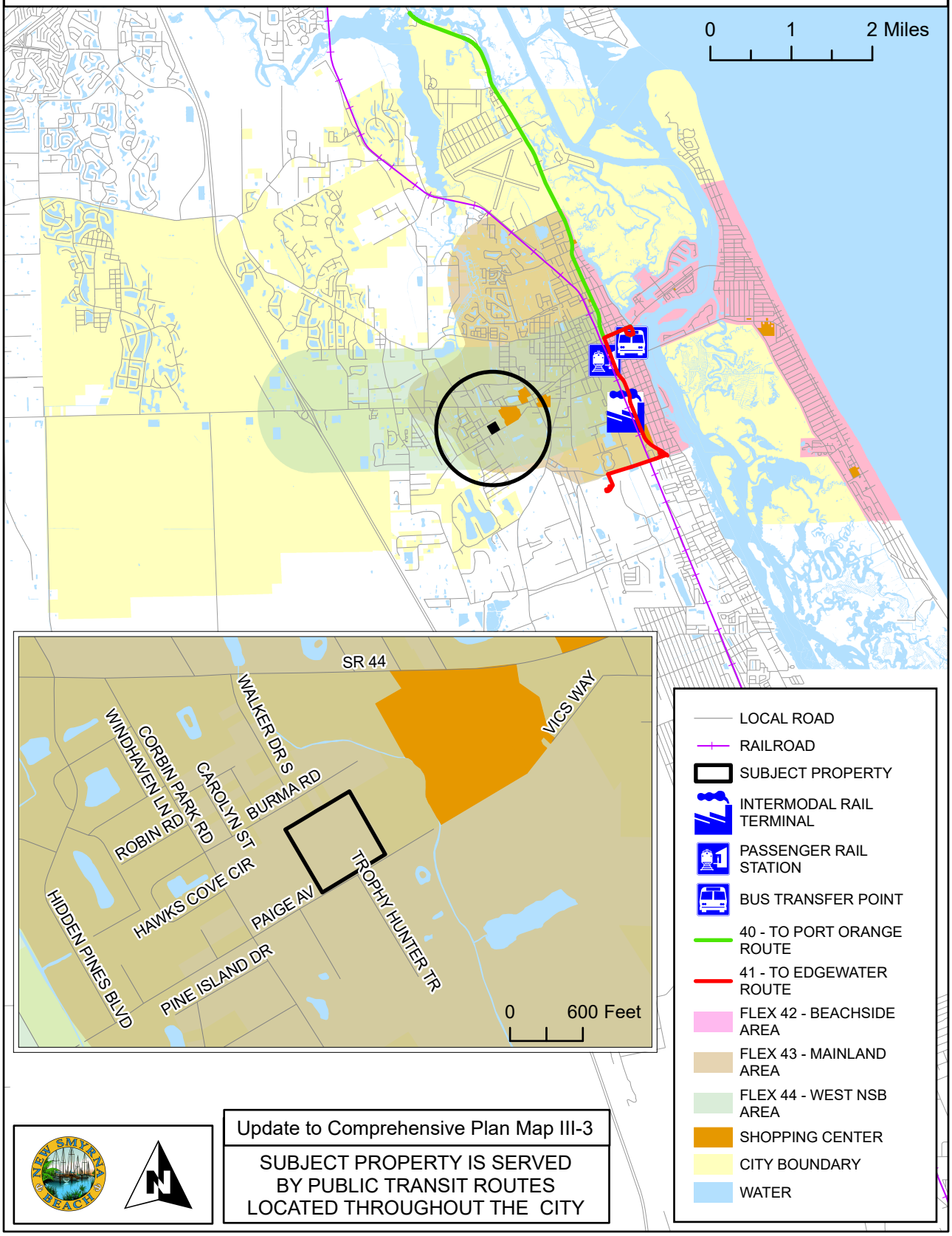


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-2-25

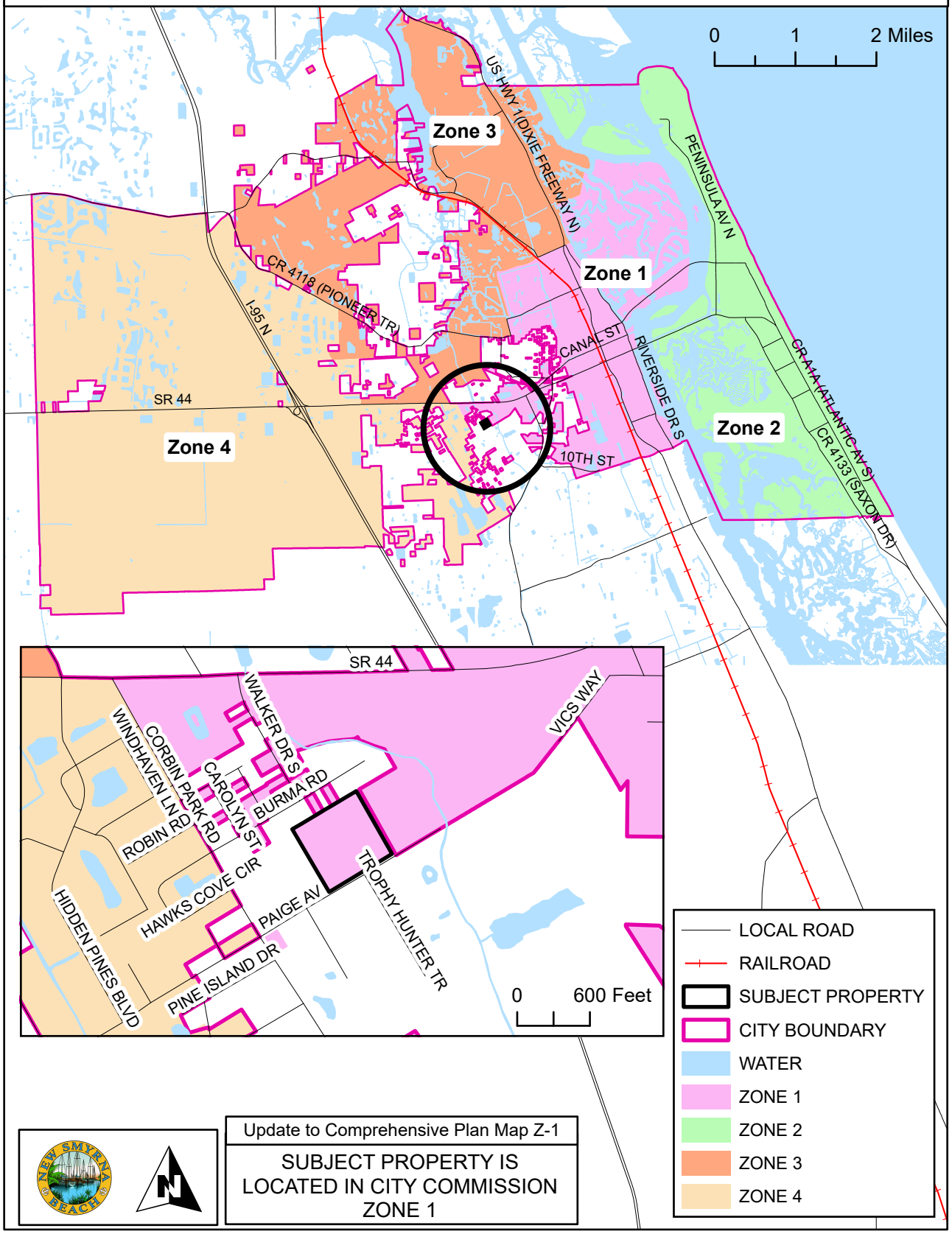


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

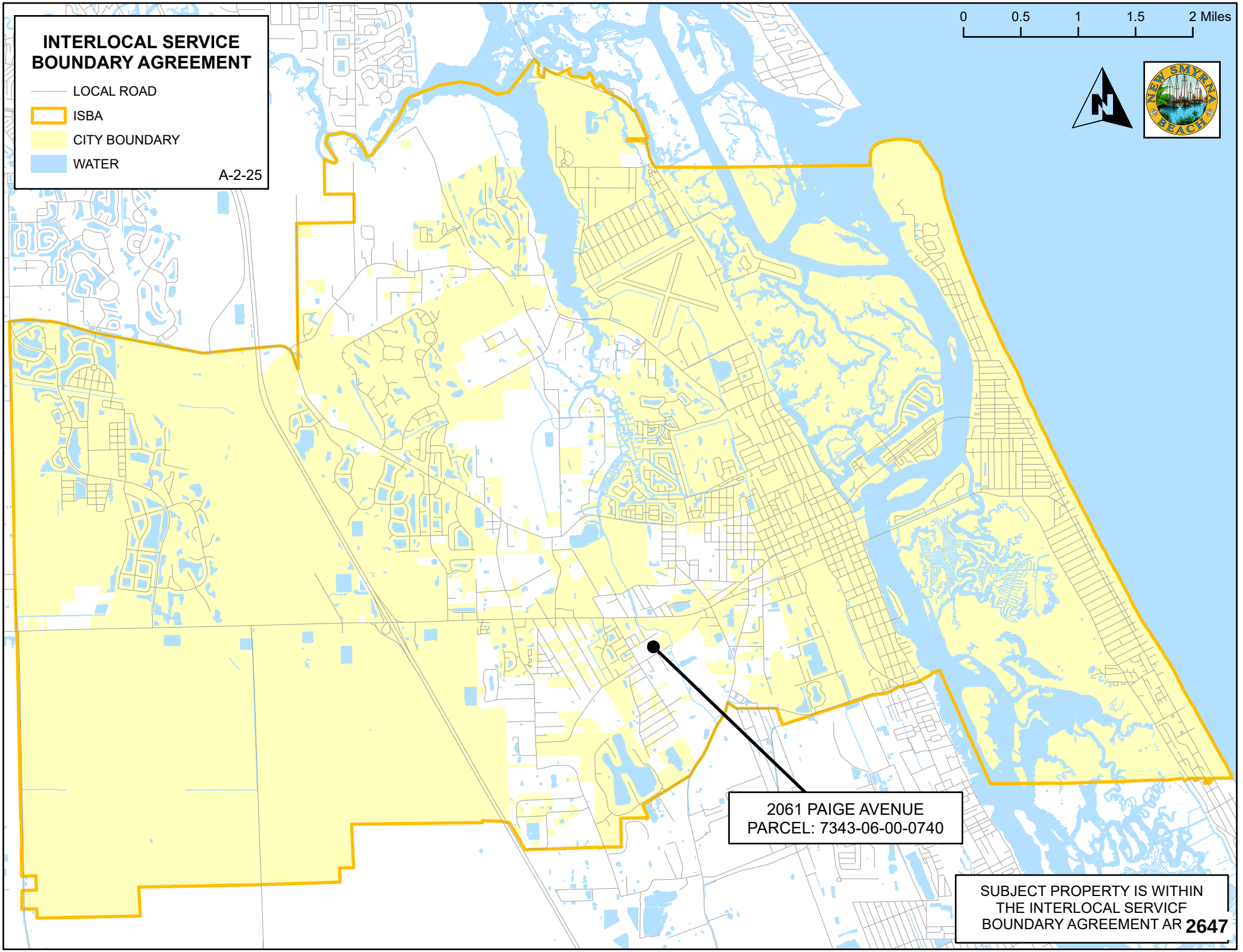
COMMISSION ZONES

A-2-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 2647

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** FEB, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 18-25 Small Scale 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 18-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *MEDIUM DENSITY RESIDENTIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue, from Volusia County *Urban Medium Intensity* to City *Medium Density Residential*; to amend City Neighborhood Map II-1 to show the subject property is located within the S. R. 44 Corridor Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the south; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the south; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the south; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the south; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a

boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 1; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on March 3, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Medium Density Residential* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Medium Intensity* to City *Medium Density Residential.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the S.R. 44 Corridor Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the south.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the south.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the south.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the south.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 1.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/1/2025

EXISTING FUTURE LAND USE DESIGNATIONS

A-2-25

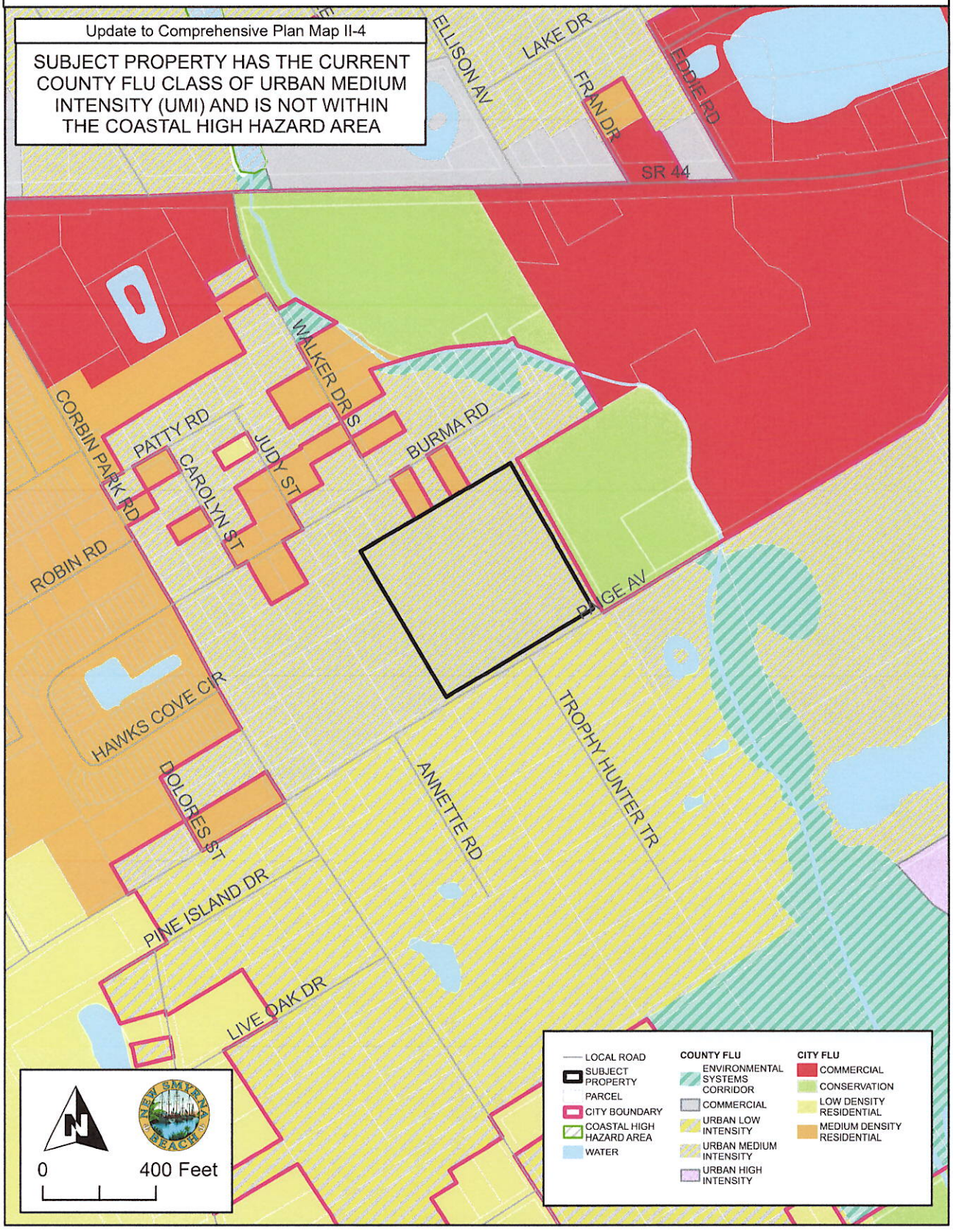


EXHIBIT "A"

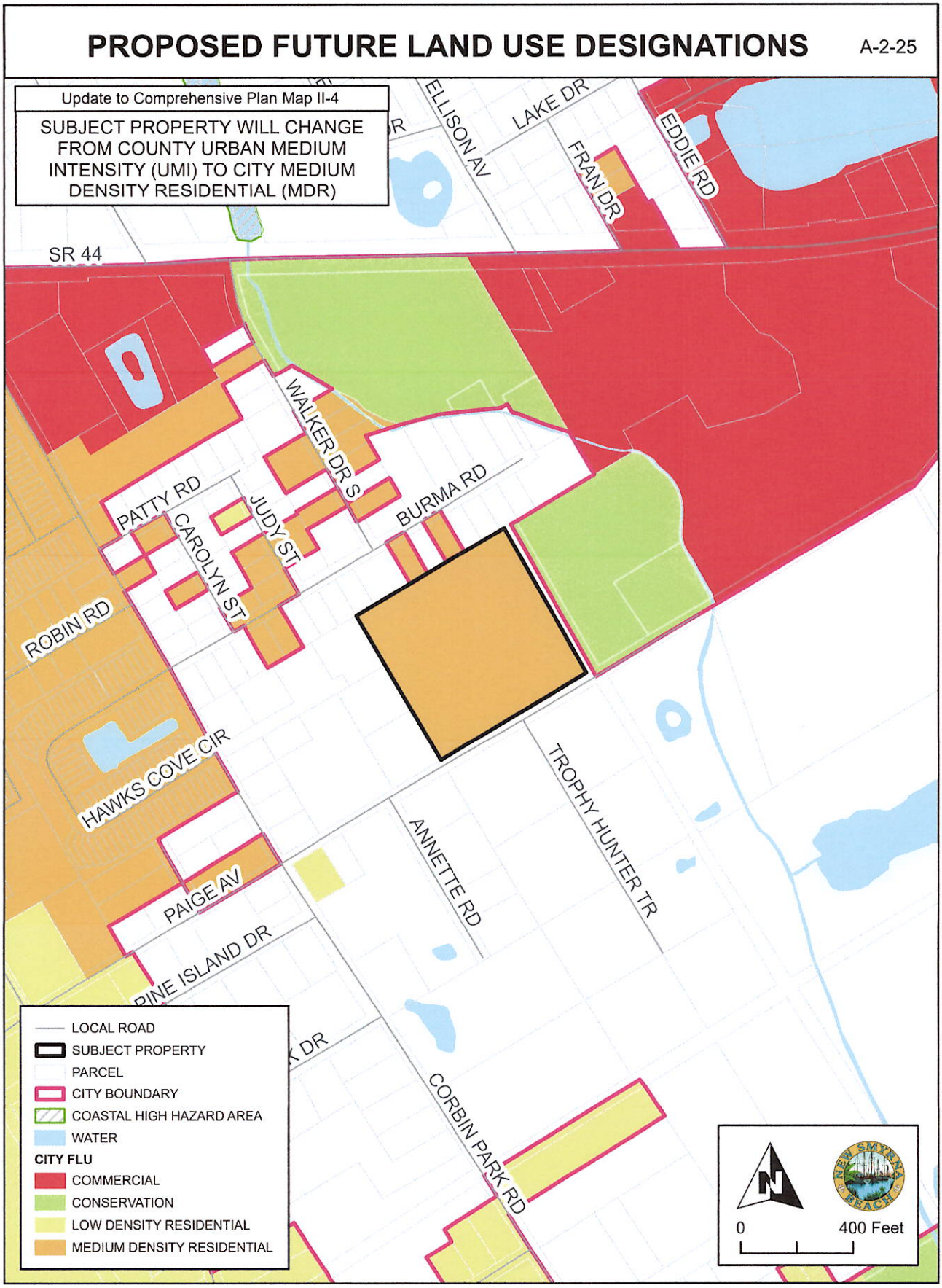

PROPOSED FUTURE LAND USE DESIGNATIONS
A-2-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN MEDIUM INTENSITY (UMI) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR)
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
PINE ISLAND DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
COASTAL HIGH HAZARD AREA
WATER
CITY FLU
COMMERCIAL
CONSERVATION
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
N
0
400 Feet

EXHIBIT "B"

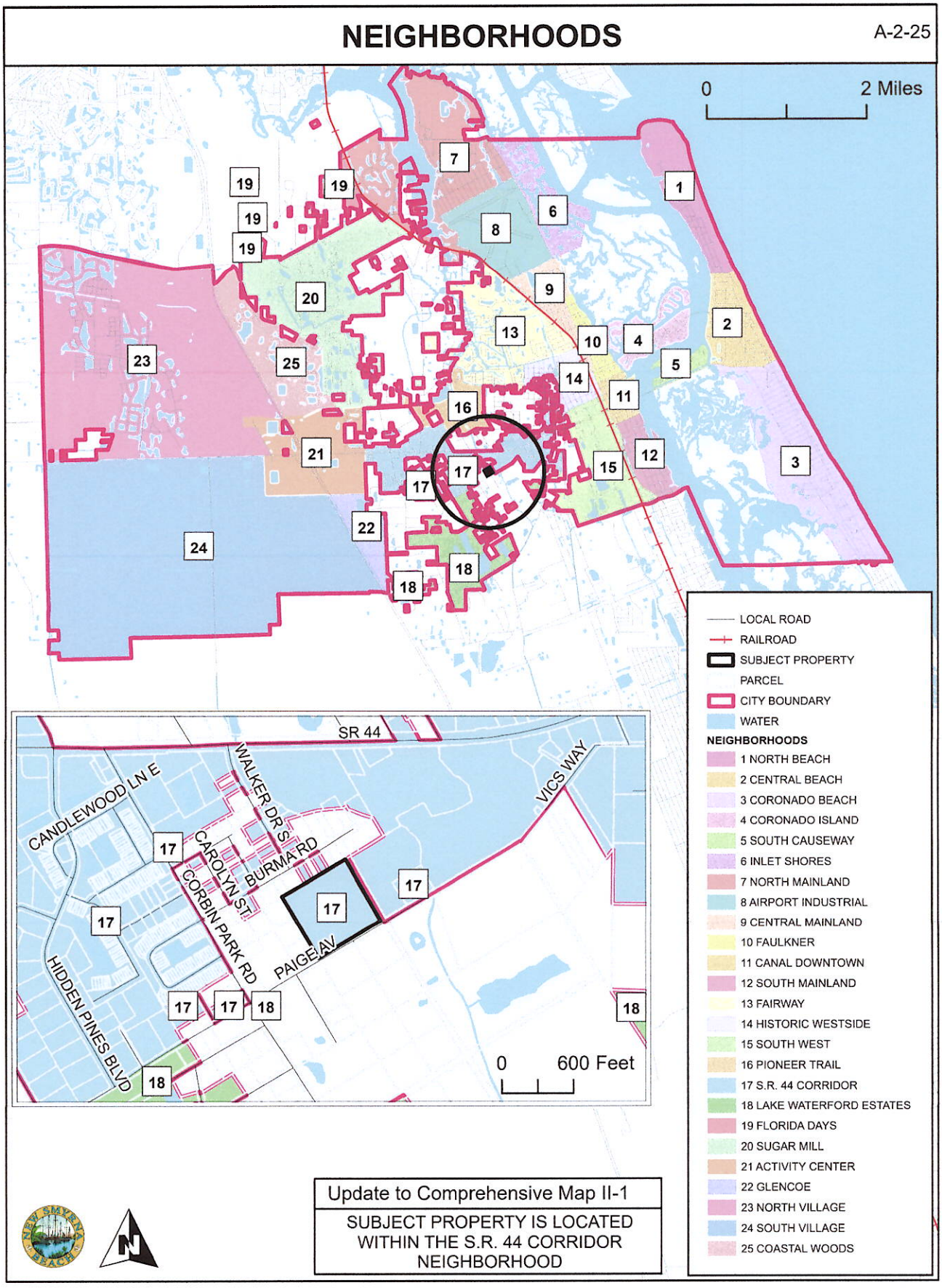

NEIGHBORHOODS
A-2-25
0
2 Miles
SR 44
WALKER DR S
VICS WAY
CANDLEWOOD LN E
CAROLYN ST
BURMA RD
CORBIN PARK RD
PAIGE AV
HIDDEN PINES BLVD
0
600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE S.R. 44 CORRIDOR NEIGHBORHOOD

EXHIBIT "C"

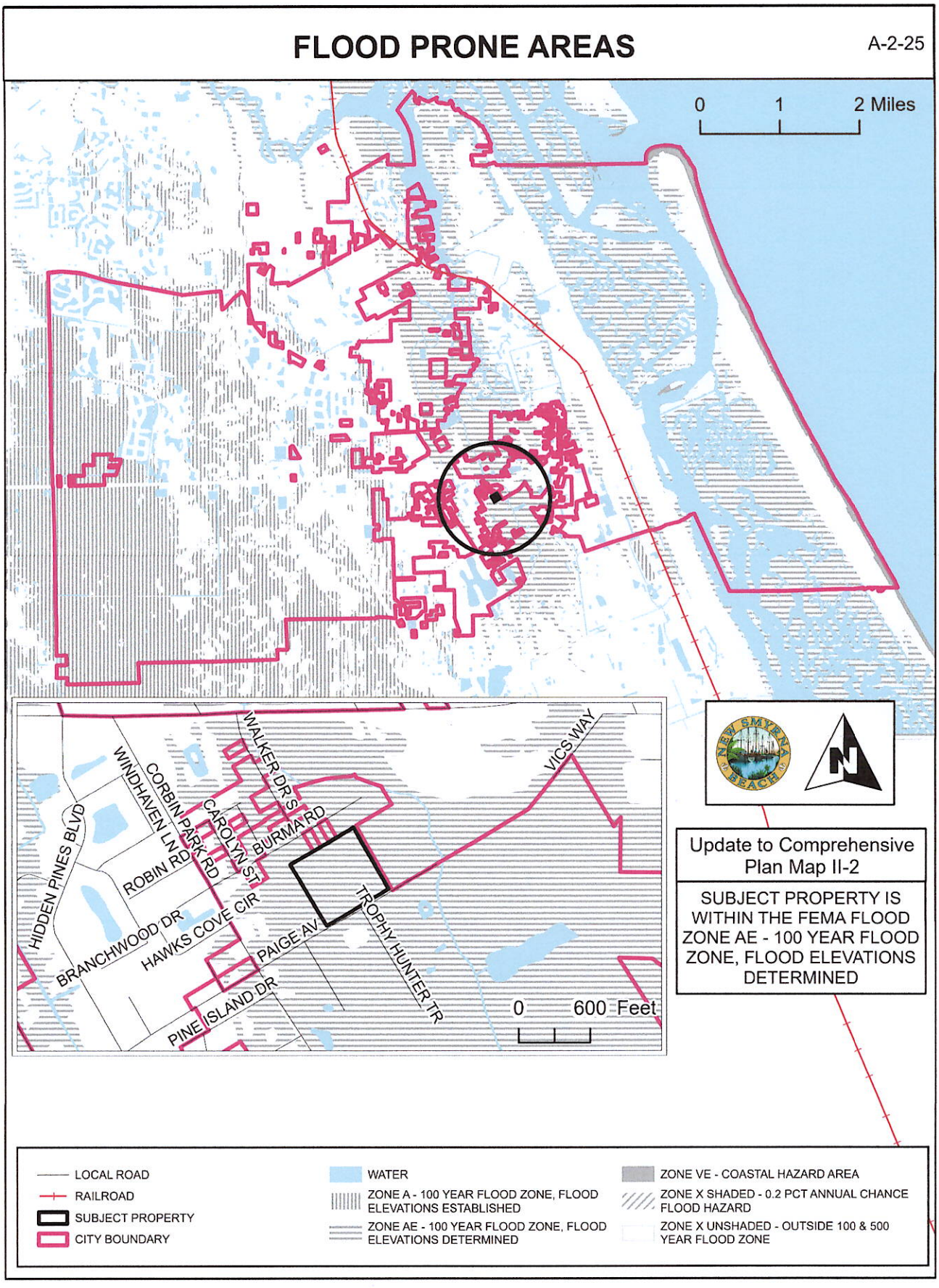
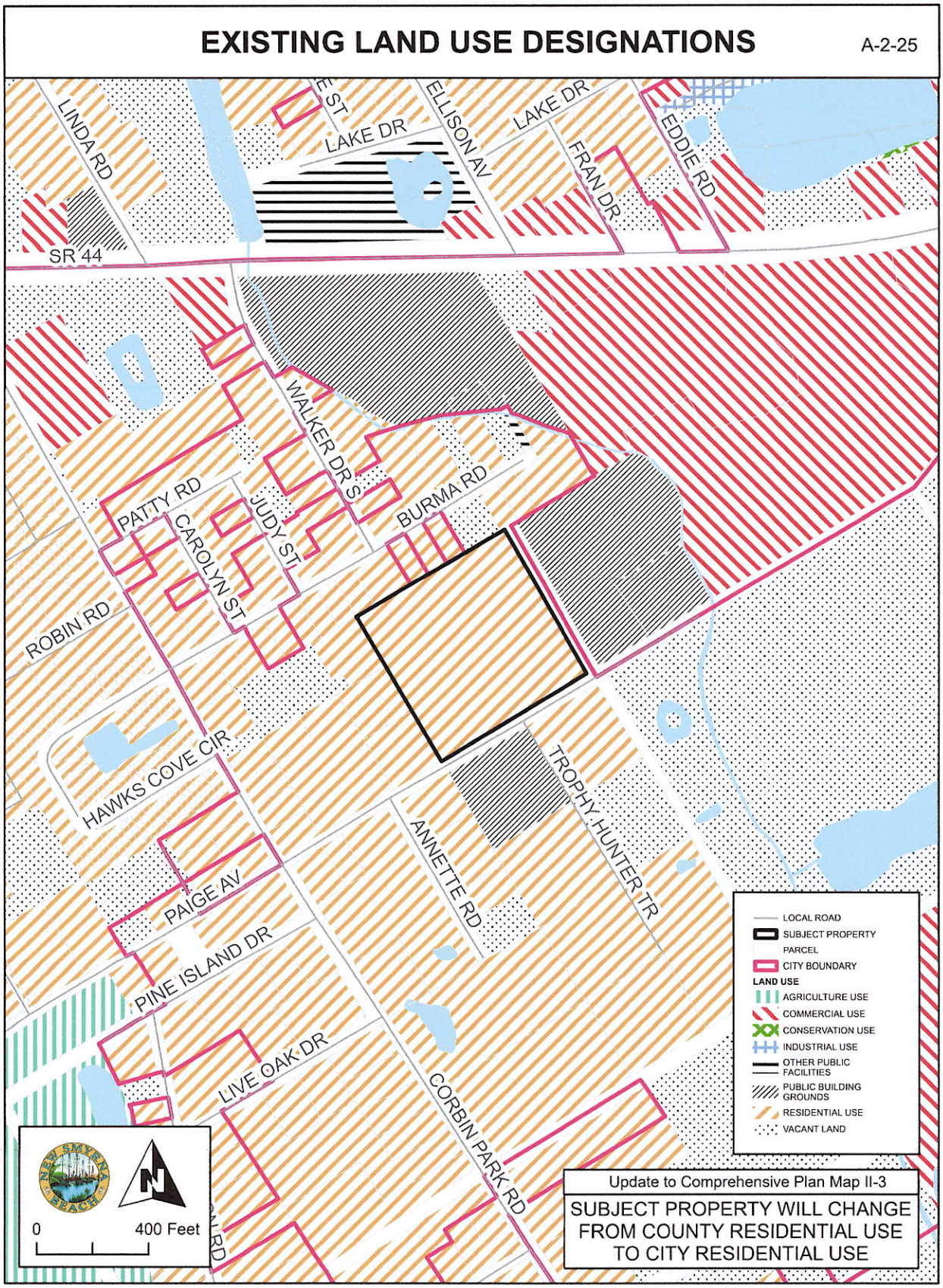
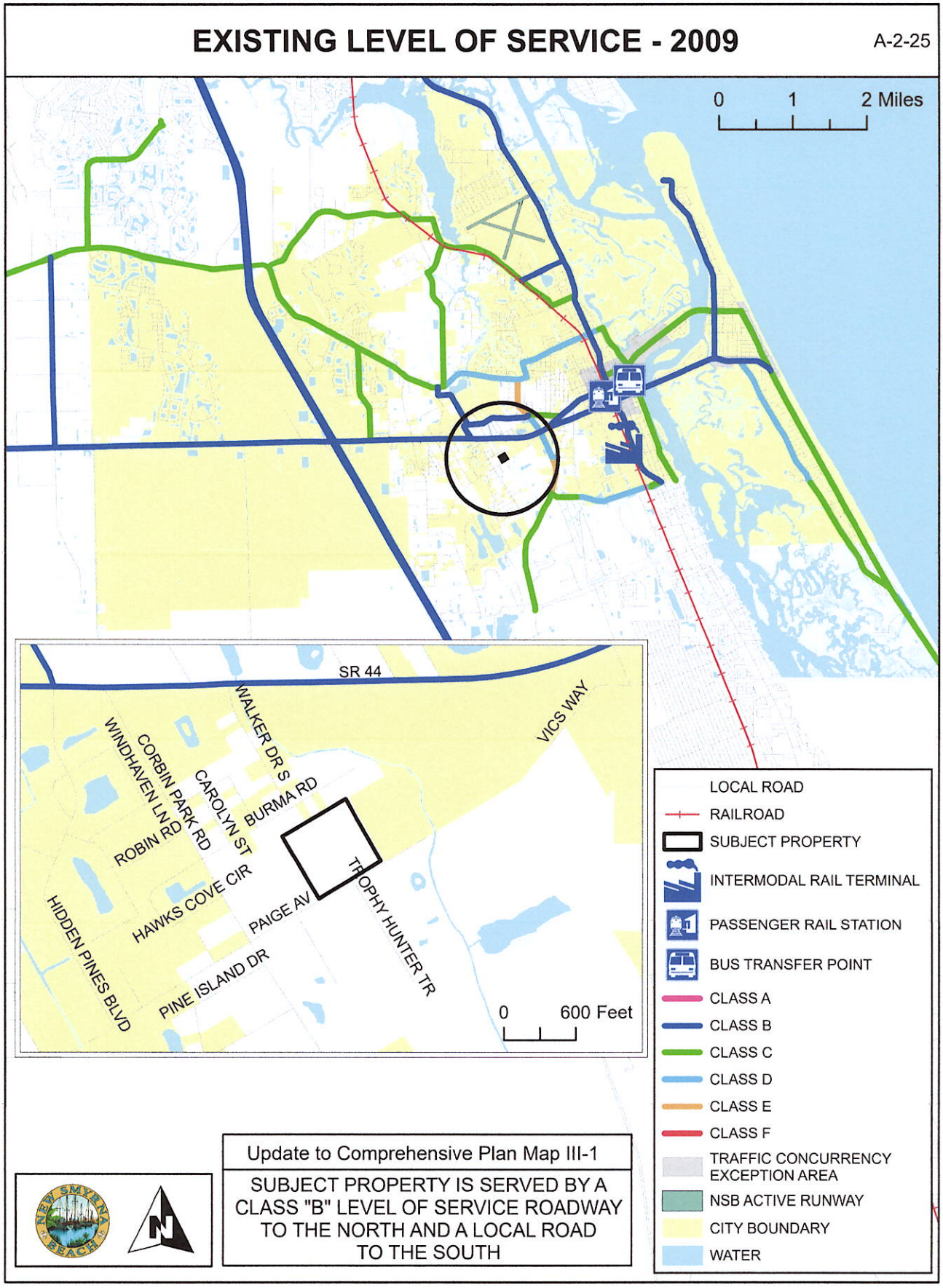
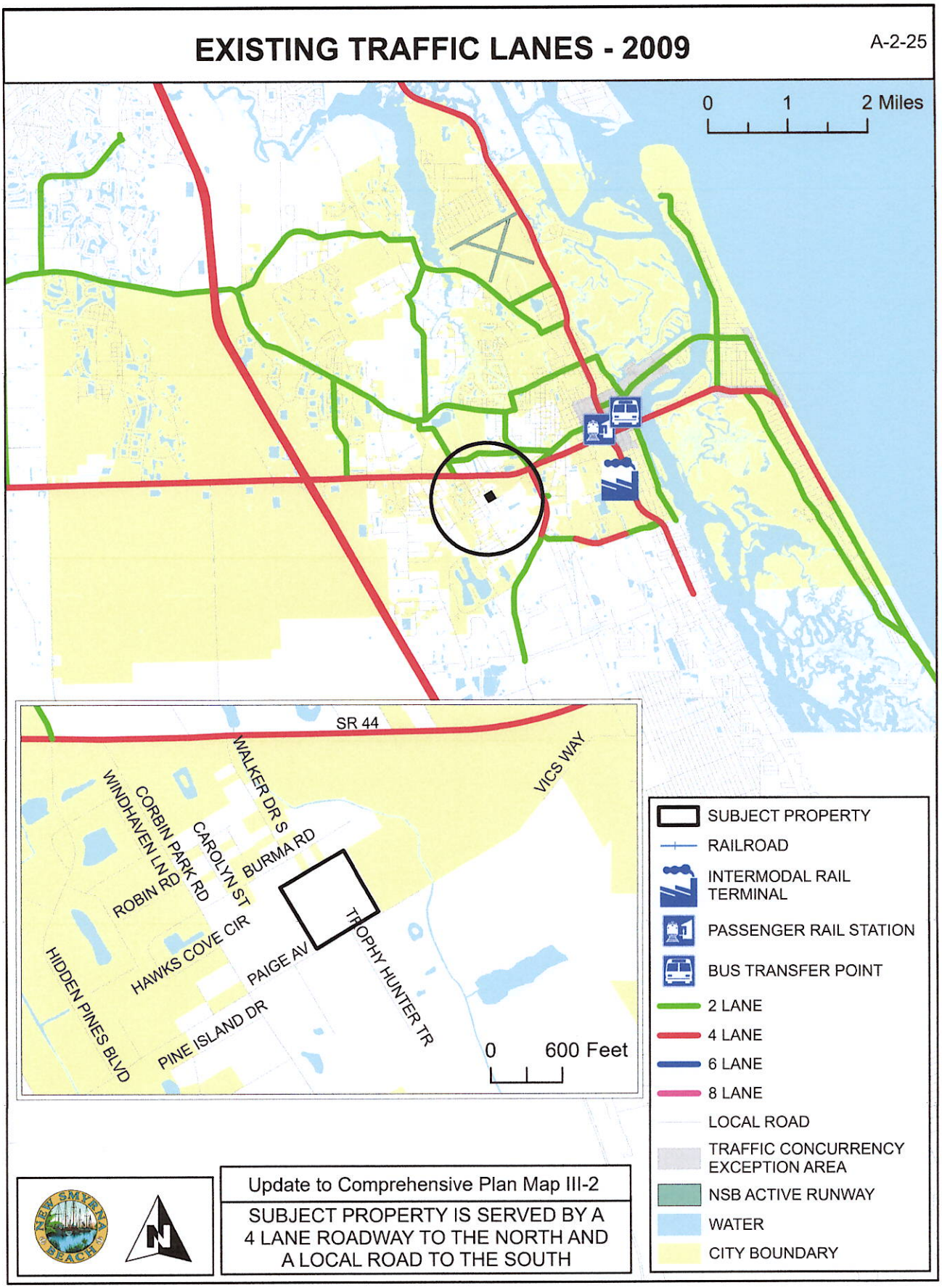

FLOOD PRONE AREAS
A-2-25
0 1 2 Miles
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
HIDDEN PINES BLVD
ROBIN RD
HAWKS COVE CIR
BRANCHWOOD DR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0 600 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

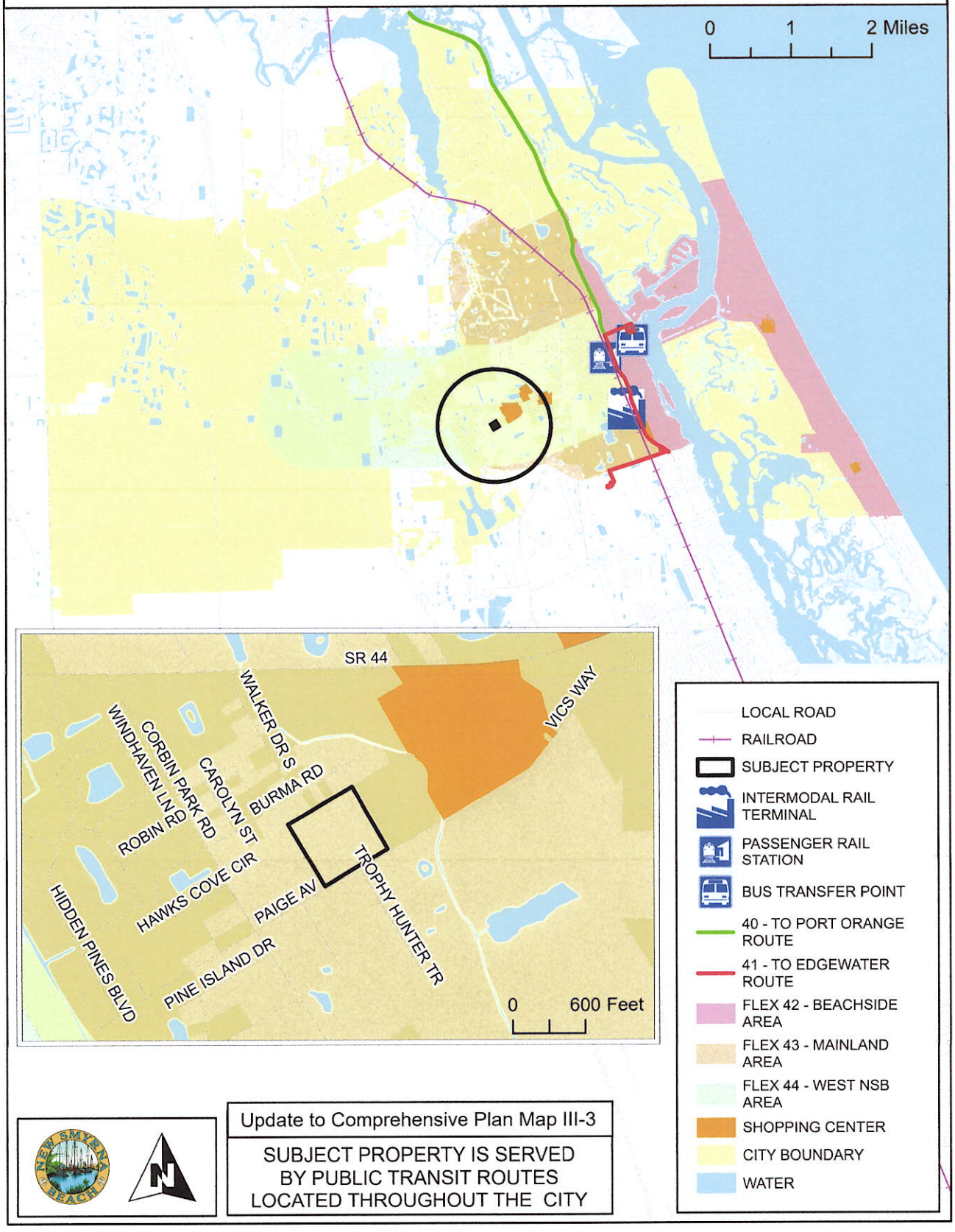

EXISTING LAND USE DESIGNATIONS
A-2-25
LINDA RD
LAKE DR
ELLISON AV
LAKE DR
FRAN DR
EDDIE RD
SR 44
WALKER DR S
PATTY RD
CAROLYN ST
JUDY ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
PINE ISLAND DR
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
LOCAL ROAD
SUBJECT PROPERTY PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
COMMERCIAL USE
CONSERVATION USE
INDUSTRIAL USE
OTHER PUBLIC FACILITIES
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
0
400 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE


EXISTING LEVEL OF SERVICE - 2009
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
ROBIN RD
CAROLYN ST
BURMA RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH


EXISTING TRAFFIC LANES - 2009
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

PUBLIC TRANSIT ROUTES

A-2-25



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

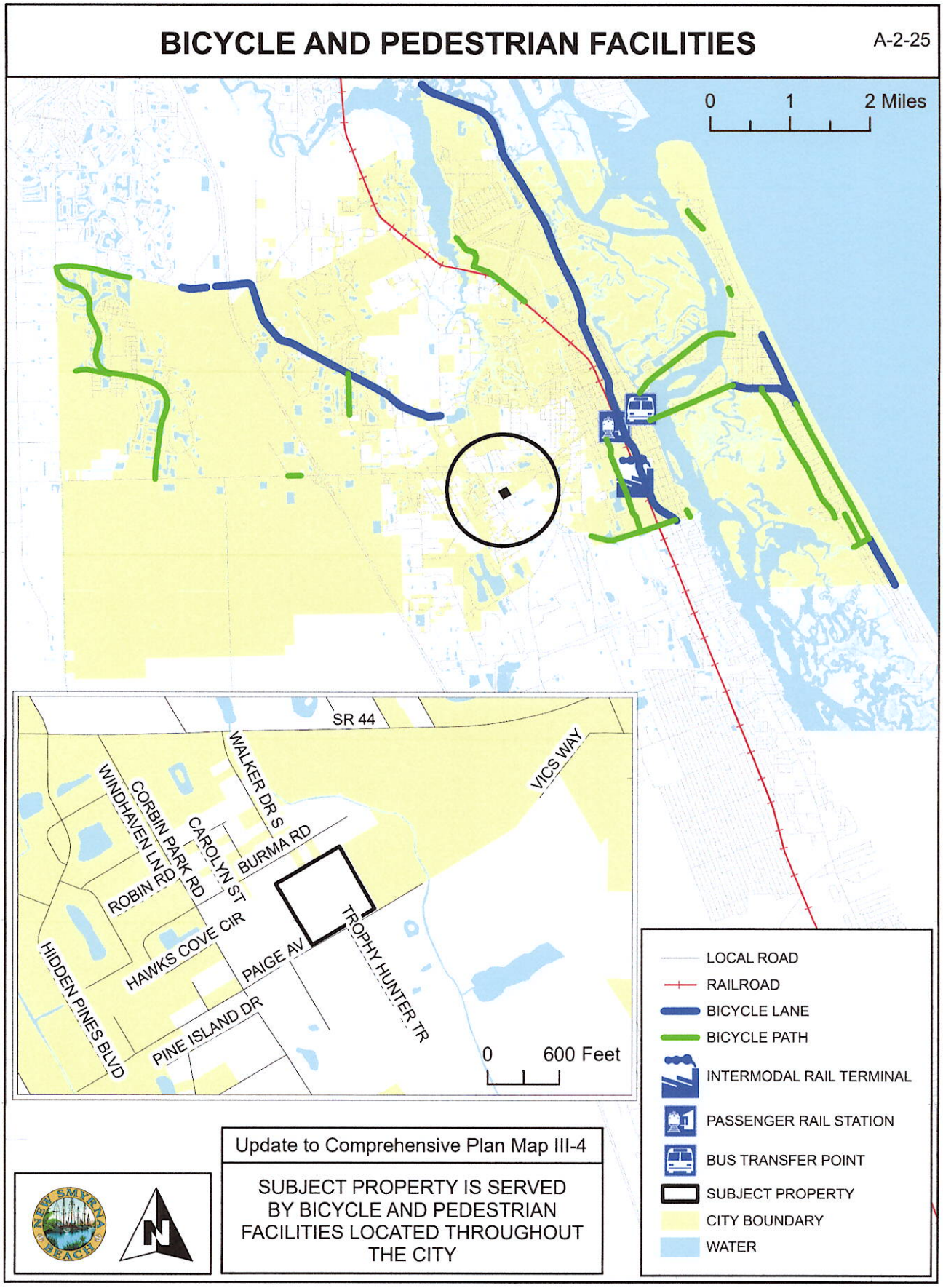
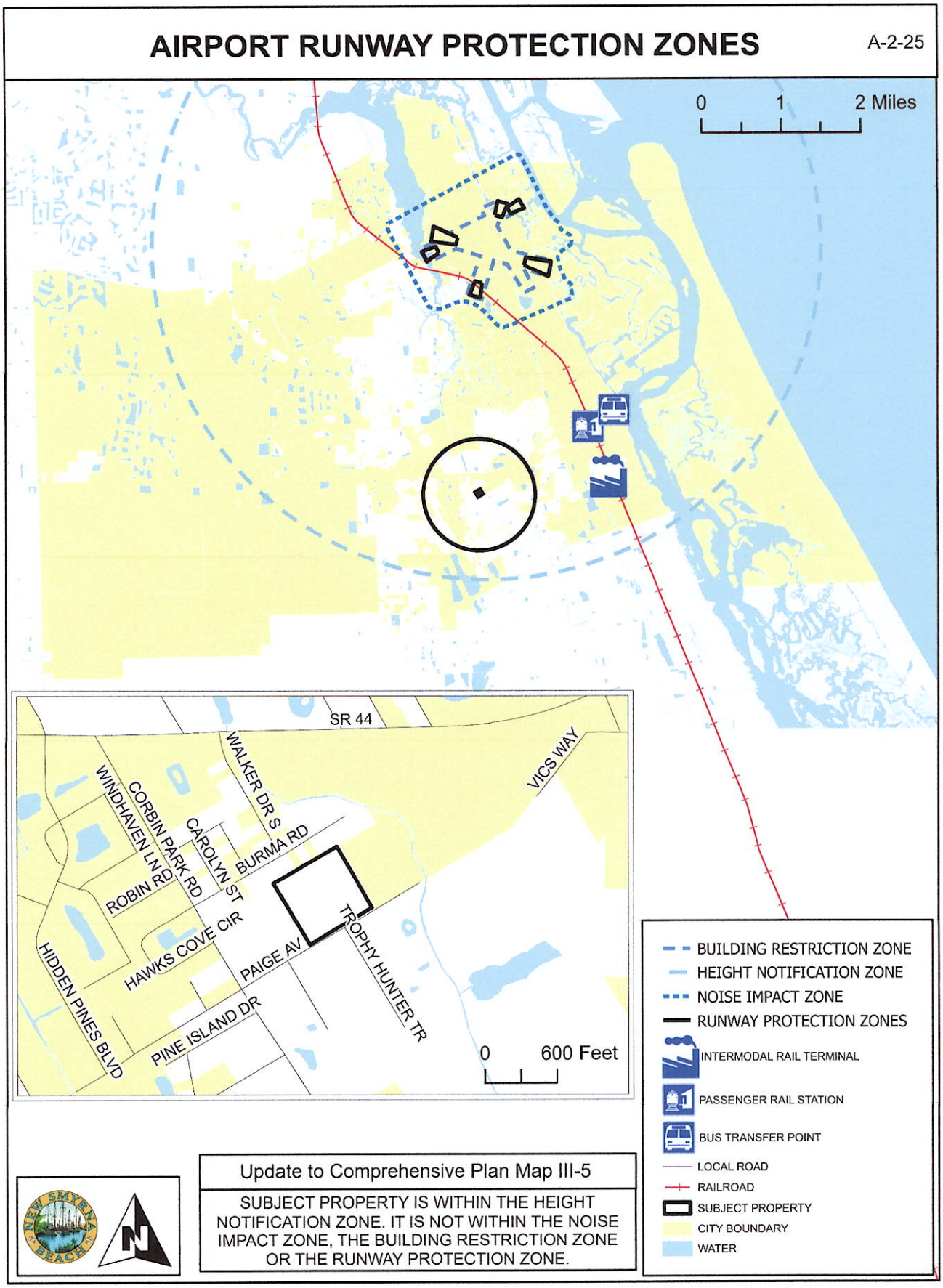
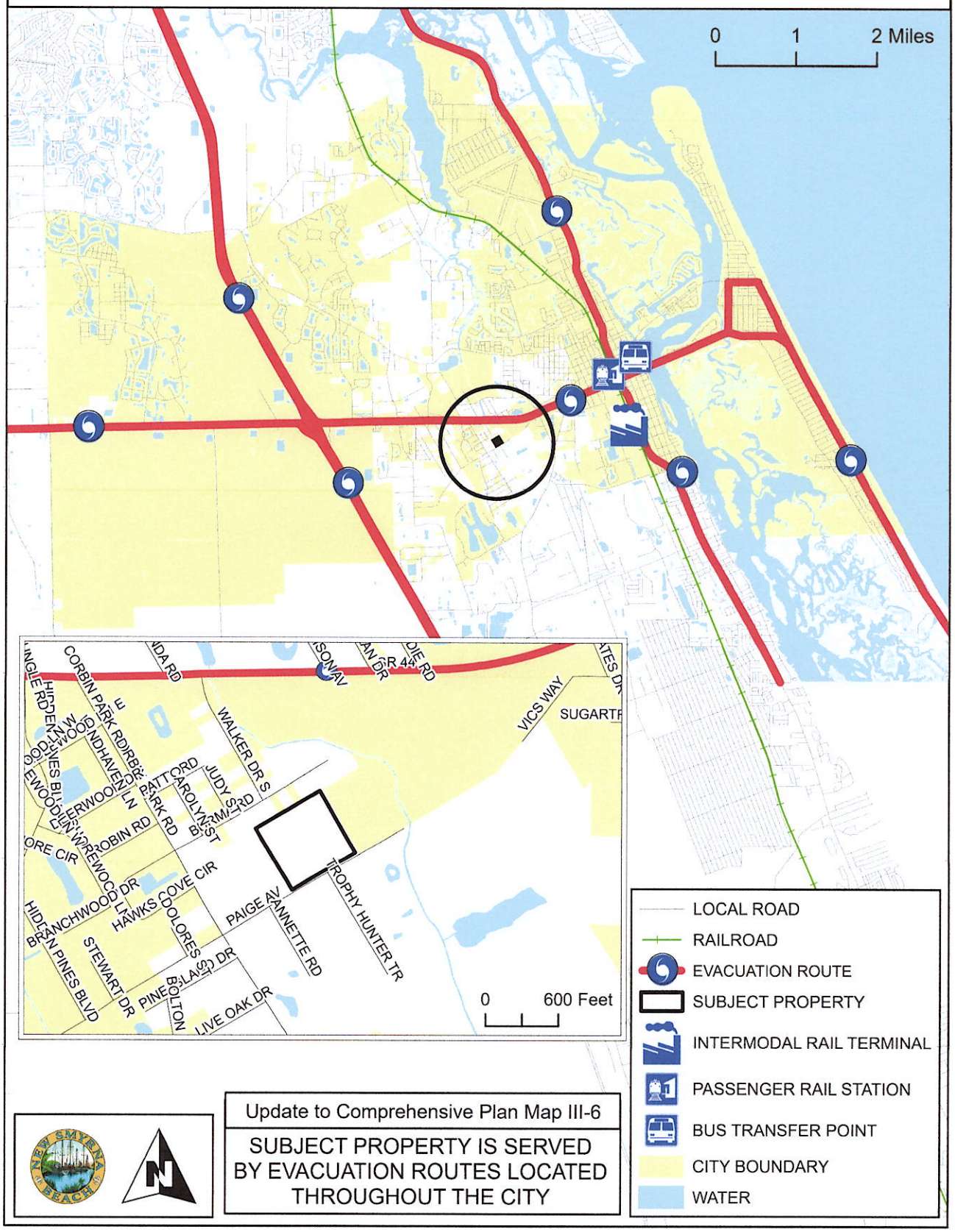

BICYCLE AND PEDESTRIAN FACILITIES
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"


AIRPORT RUNWAY PROTECTION ZONES
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
TROPHY HUNTER TR
PAIGE AV
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-2-25



Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

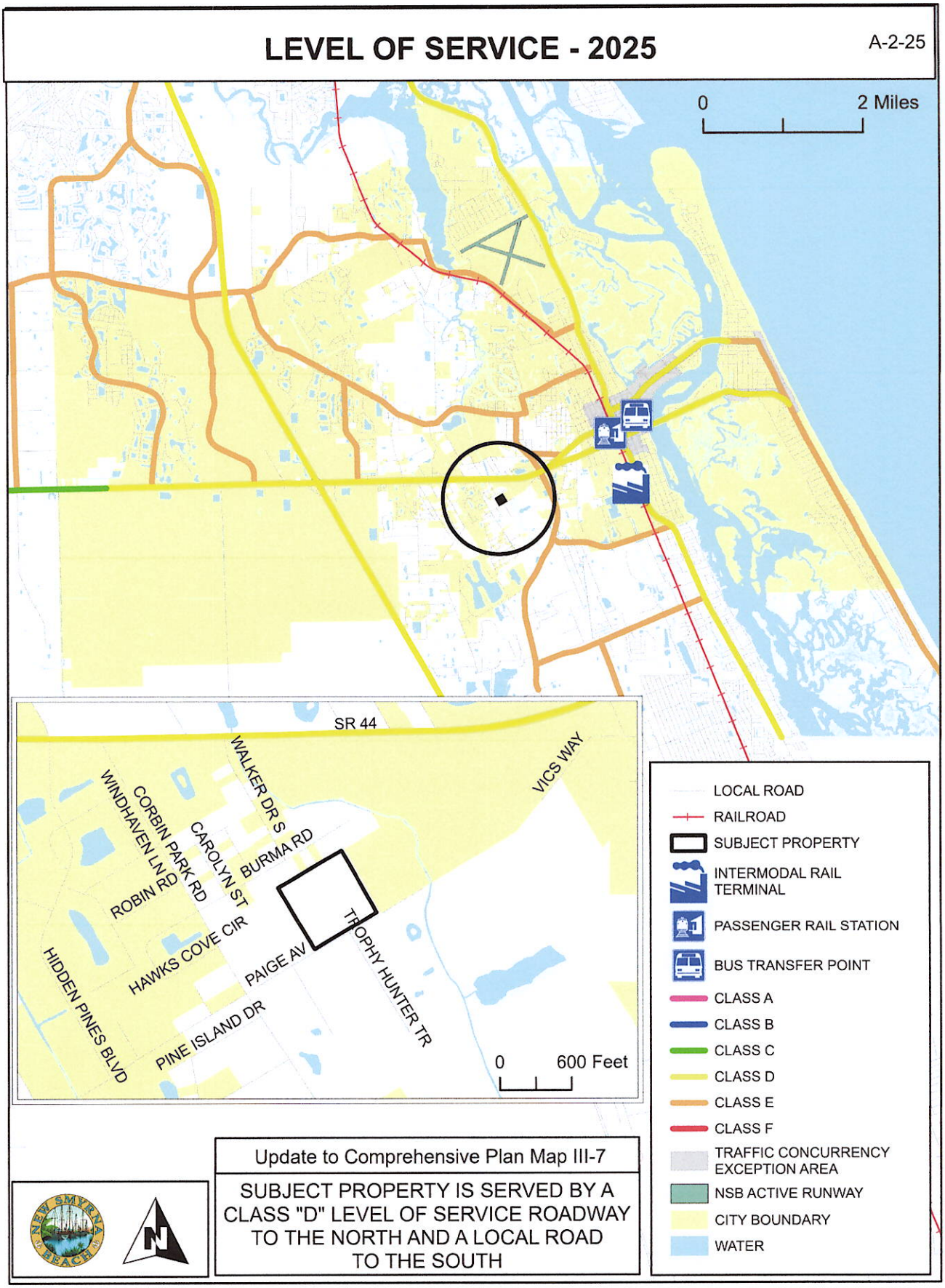
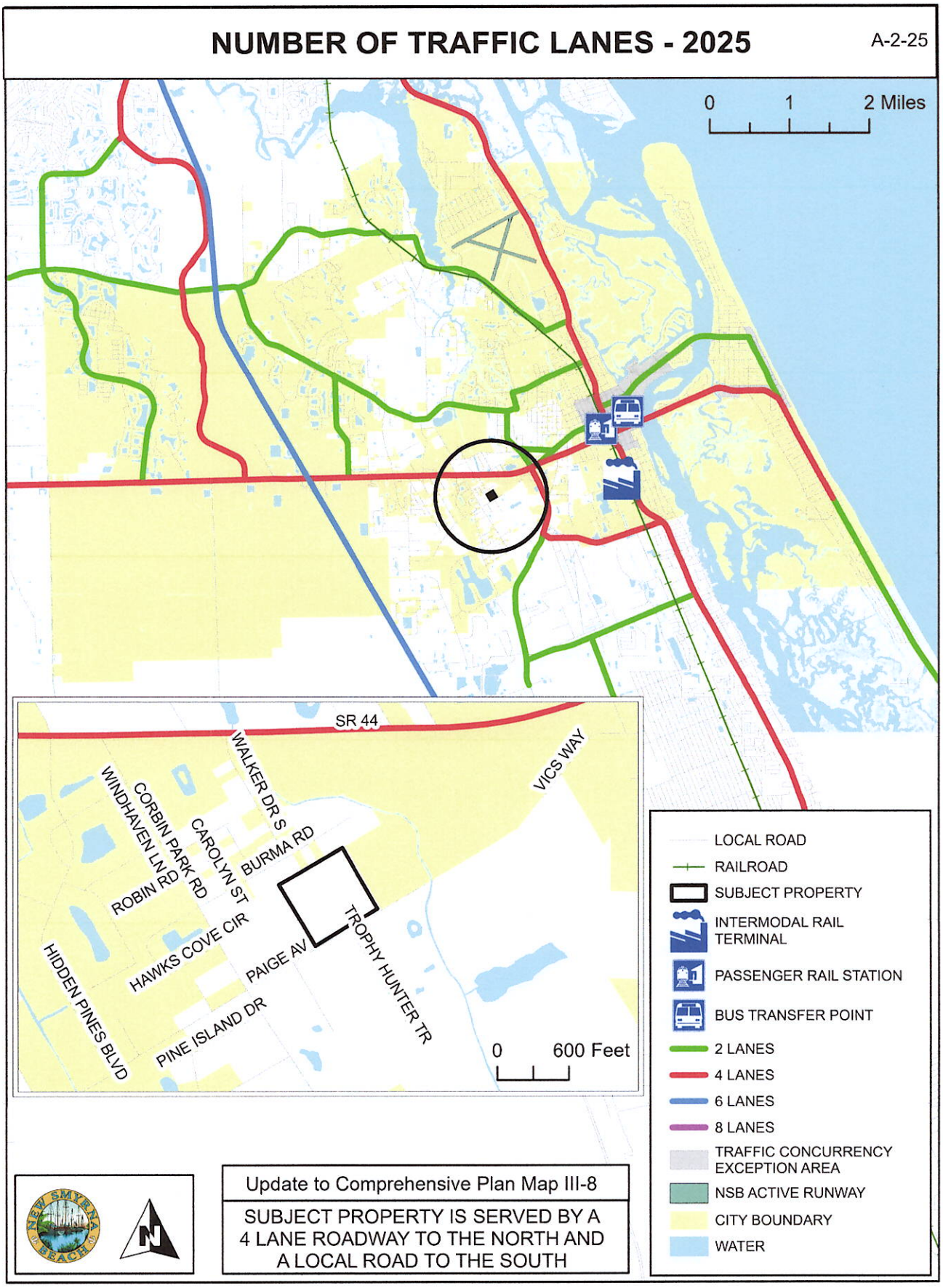
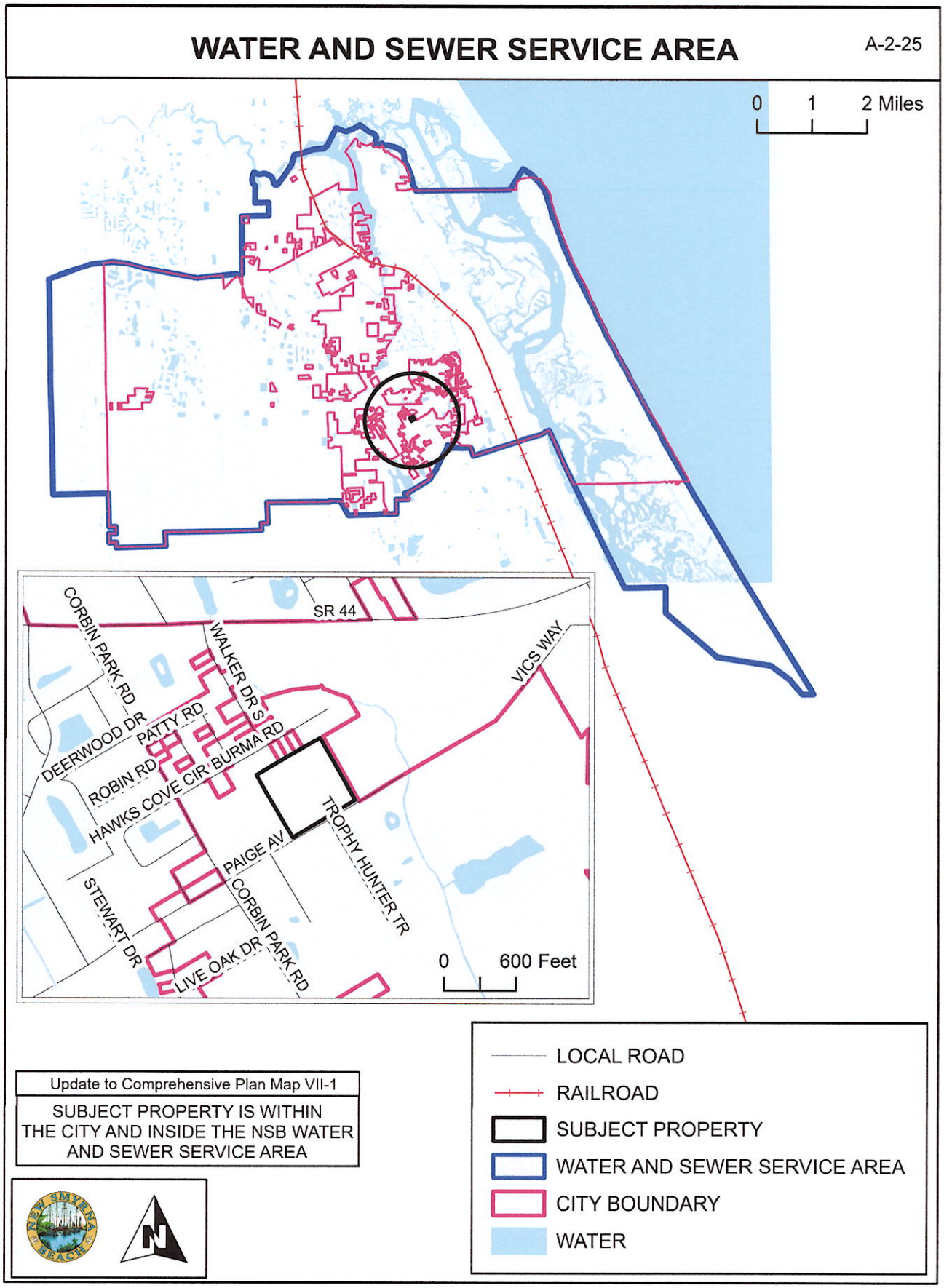
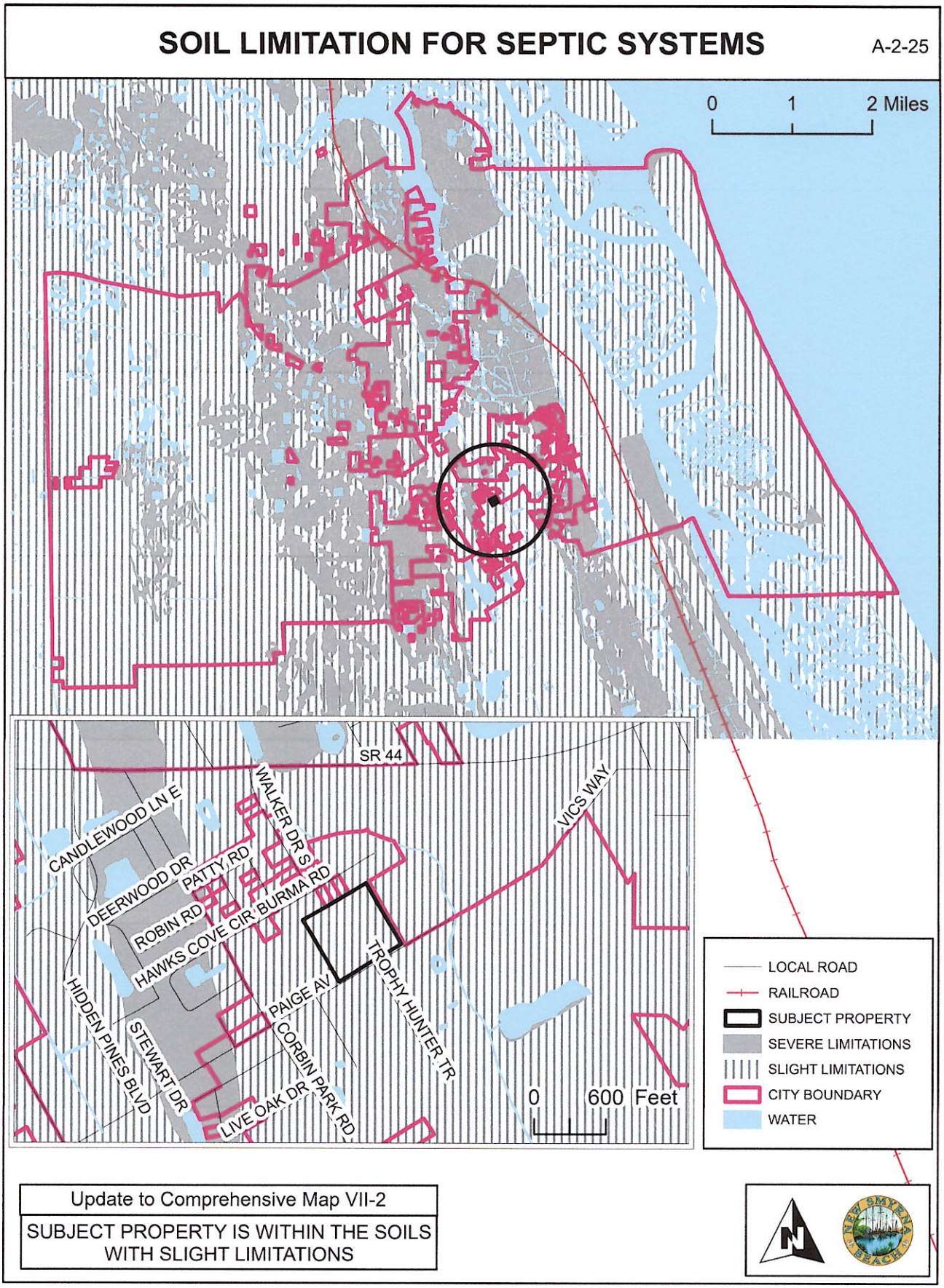
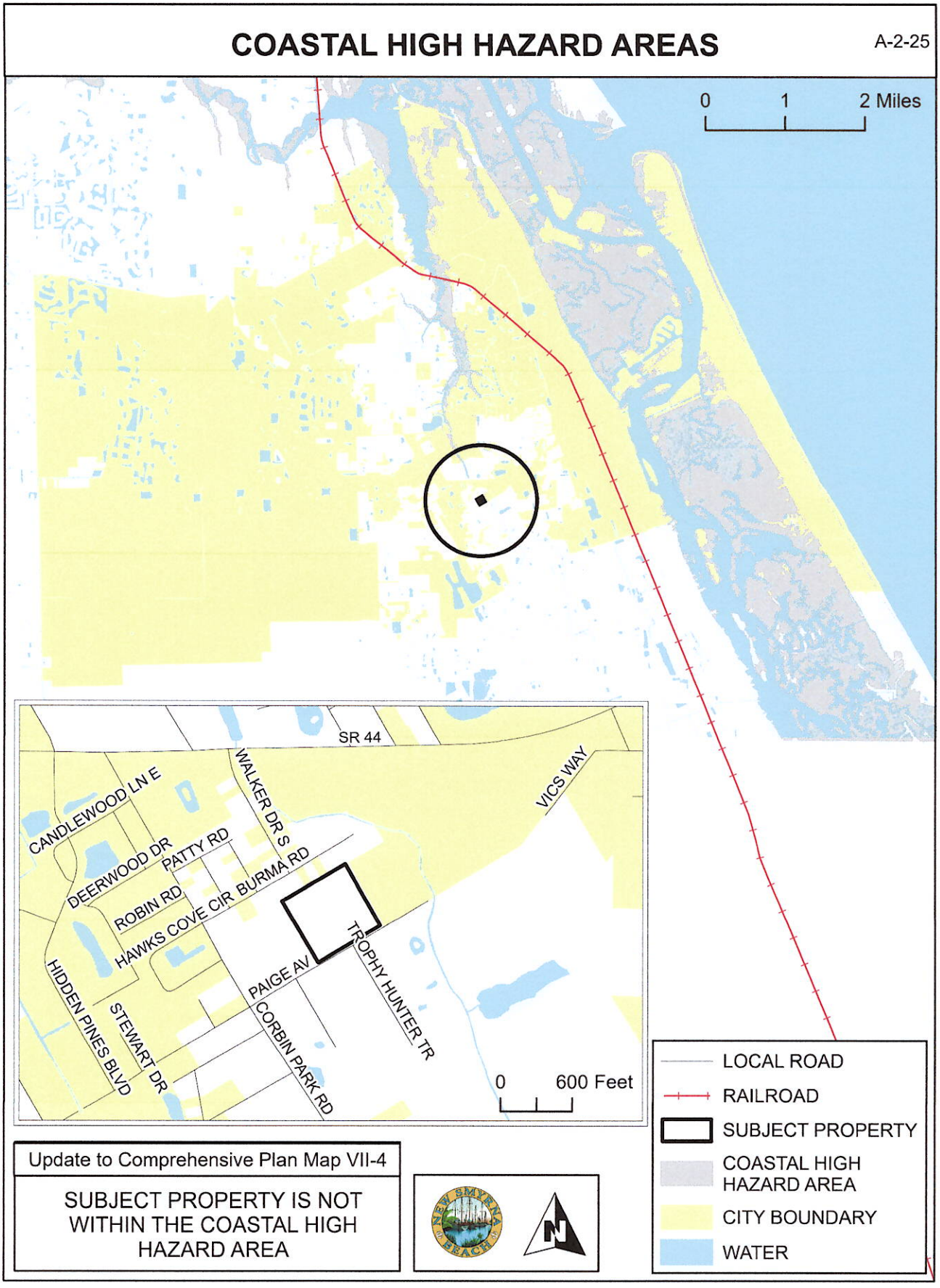

LEVEL OF SERVICE - 2025
A-2-25
0
2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0
600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH

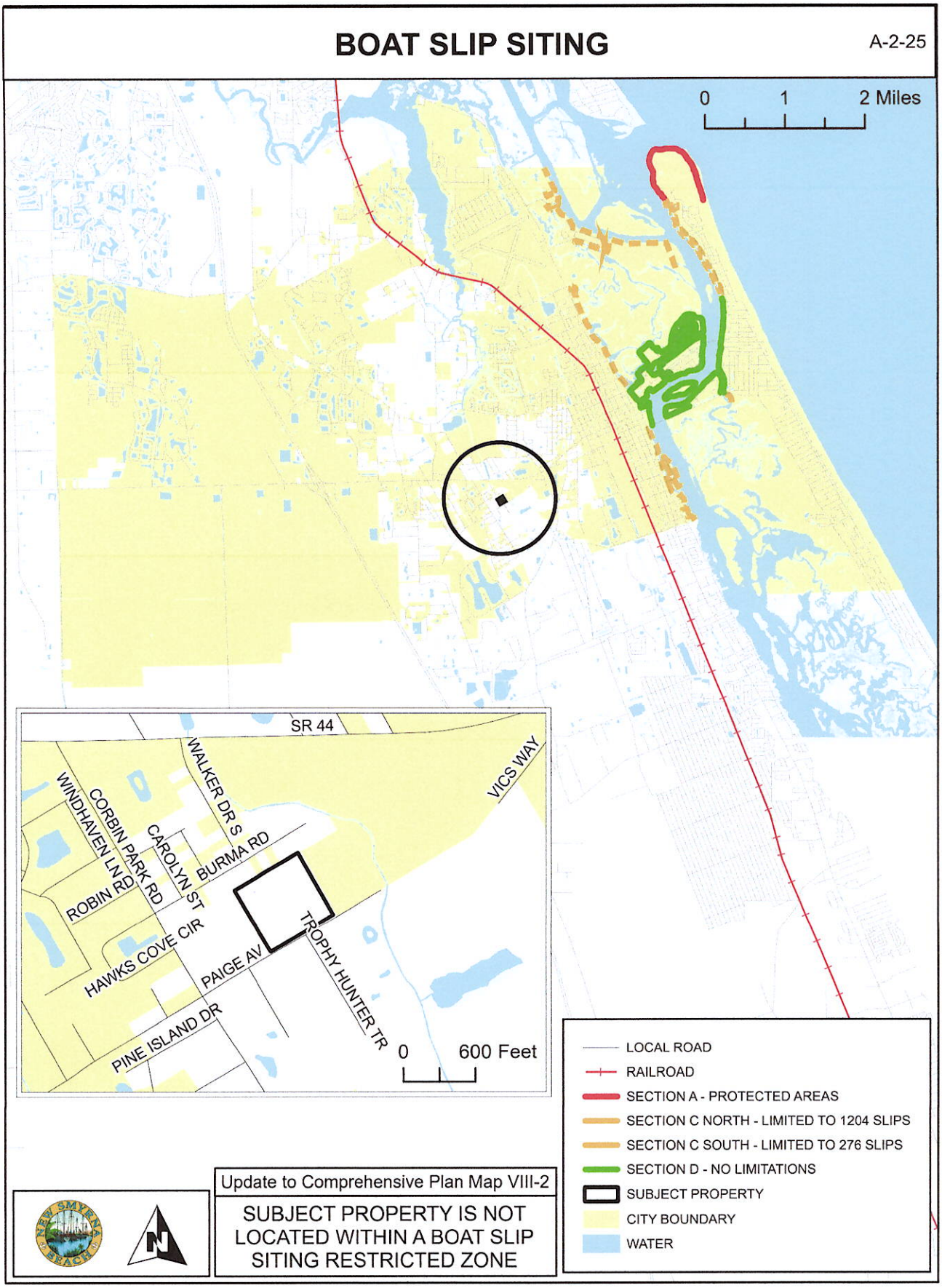
EXHIBIT "L"


NUMBER OF TRAFFIC LANES - 2025
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE SOUTH


WATER AND SEWER SERVICE AREA
A-2-25
0 1 2 Miles
SR 44
CORBIN PARK RD
WALKER DR S
VICS WAY
DEERWOOD DR
PATTY RD
ROBIN RD
HAWKS COVE CIR
BURMA RD
TROPHY HUNTER TR
PAIGE AV
STEWART DR
CORBIN PARK RD
LIVE OAK DR
0 600 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER


SOIL LIMITATION FOR SEPTIC SYSTEMS
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
CANDLEWOOD LN E
PATTY RD
DEERWOOD DR
ROBIN RD
BURMA RD
HAWKS COVE CIR
TROPHY HUNTER TR
PAIGE AV
HIDDEN PINES BLVD
STEWART DR
CORBIN PARK RD
LIVE OAK DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH


COASTAL HIGH HAZARD AREAS
A-2-25
0 1 2 Miles
SR 44
VICS WAY
CANDLEWOOD LN E
WALKER DR S
DEERWOOD DR
PATTY RD
BURMA RD
ROBIN RD
HAWKS COVE CIR
TROPHY HUNTER TR
PAIGE AV
HIDDEN PINES BLVD
STEWART DR
CORBIN PARK RD
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N


BOAT SLIP SITING
A-2-25
0
1
2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0
600 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

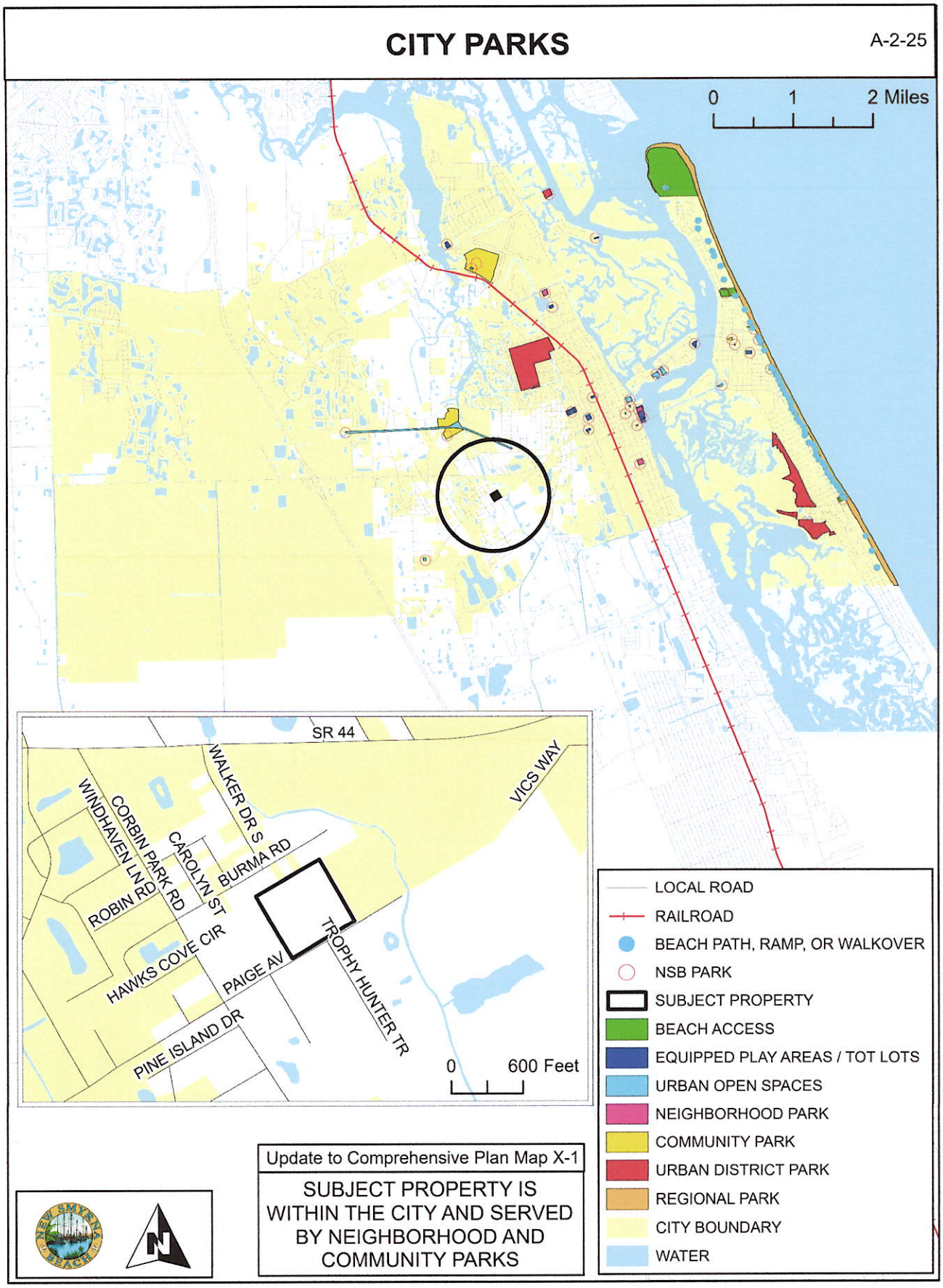
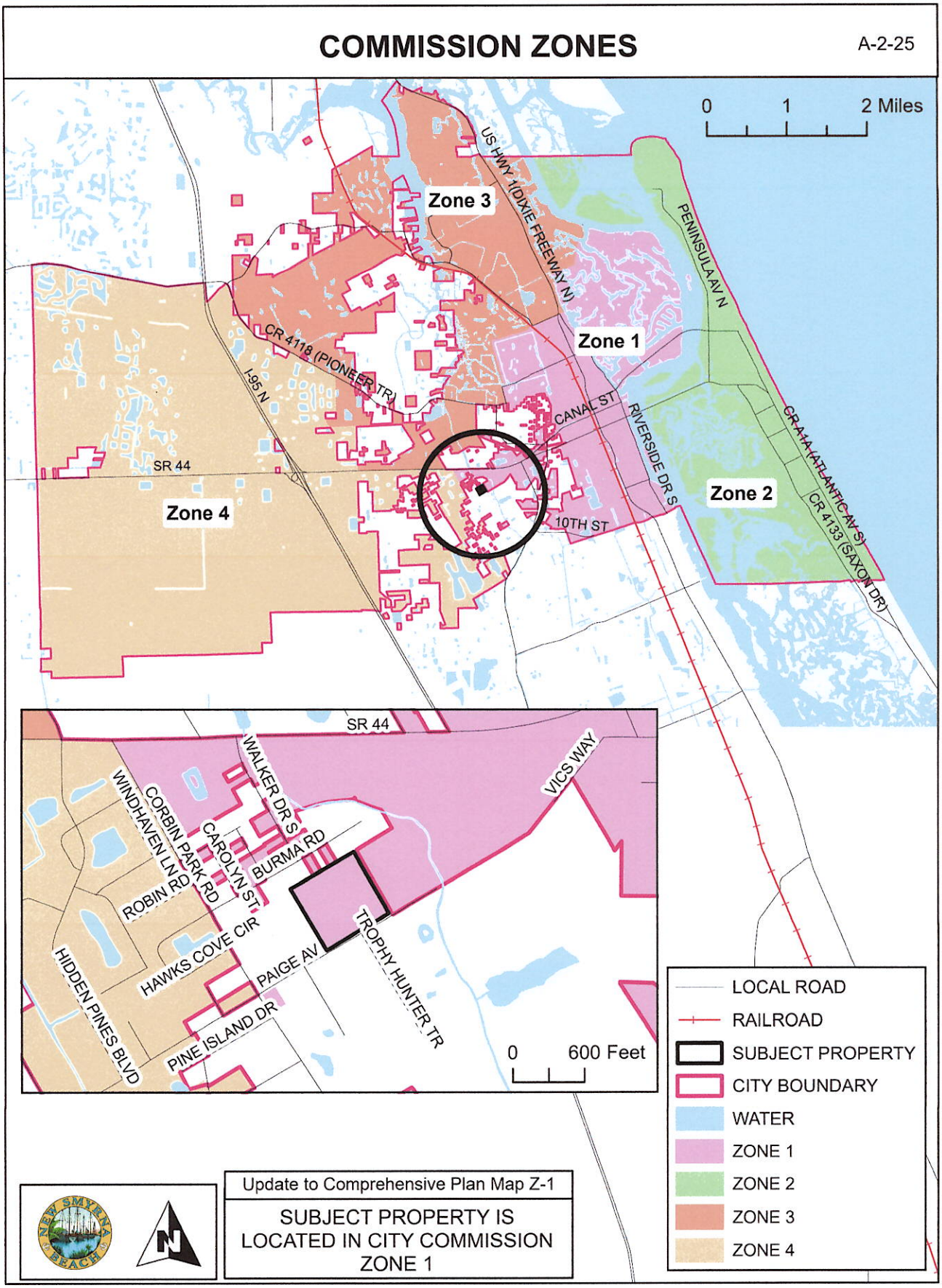

CITY PARKS
A-2-25
0 1 2 Miles
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-2-25
0 1 2 Miles
Zone 1
Zone 2
Zone 3
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A(ATLANTIC AV S)
CR 4133 (SAXON DR)
SR 44
WALKER DR S
VICS WAY
WINDHAVEN LN
CORBIN PARK RD
CAROLYN ST
BURMA RD
ROBIN RD
HAWKS COVE CIR
PAIGE AV
TROPHY HUNTER TR
HIDDEN PINES BLVD
PINE ISLAND DR
0 600 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 1

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 19-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND QUASI-JUDICIAL HEARING WOULD REZONE APPROXIMATELY 9.13 + ACRES OF LAND TO CITY R-2, SINGLE-FAMILY RESIDENTIAL WITH AN "A" ATTACHED FOR AIRPORT HEIGHT NOTIFICATION ZONE FOR PROPERTY LOCATED AT 2061 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

April 8, 2025

Background:

Applicant and Property Owners: Robert J and Patricia A Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132

Request: Rezoning:

- **From:** Volusia County zoning designation of R-4, Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 9.13 ± acres
- **Location:** Northside of Paige Avenue, across from Trophy Hunter Trail.

Tax I.D. Number: 7343-06-00-0740

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal

boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County designations. The existing County Future Land Use category is Urban Medium Intensity. The existing County zoning designation is R-4, Urban Single Family Residential and R-4A, Urban Single Family Residential. The proposed City Future Land Use category is Medium Density Residential. The proposed City zoning designation is R-2, Single Family Residential. A text description of the proposed City R-2, Single Family Residential zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property at 2061 Paige Avenue is developed with a single-family house and accessory structures with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on March 3, 2025 the planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the rezoning to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone. as part of an overall annexation application.

Staff recommends that the City Commission **approve** the requested rezoning to City R-2, Single Family Residential with an "A" attached for Airport Height Notification Zone.

Fiscal Analysis:
N/A

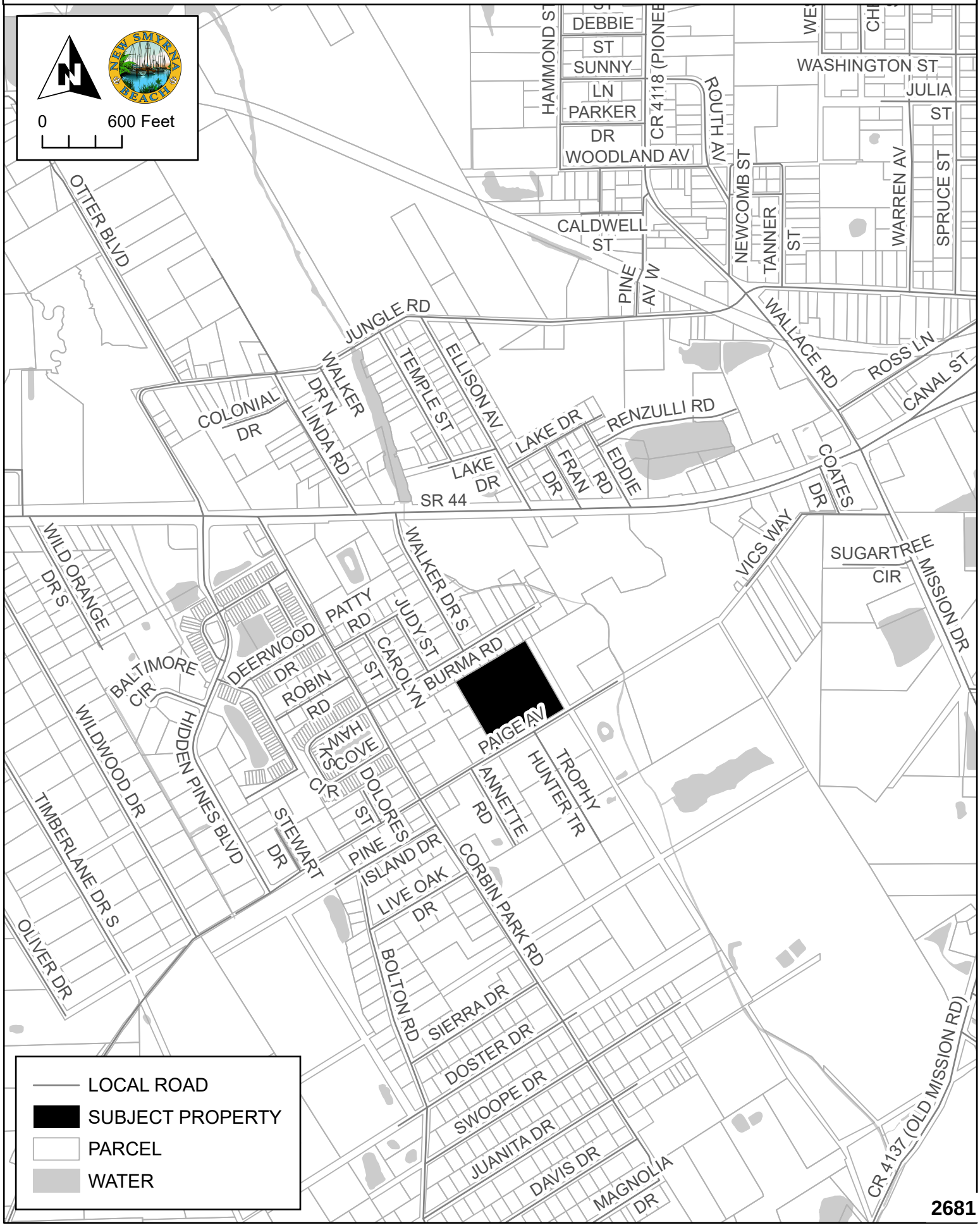
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-4 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City R-2 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Deed.pdf
Business Impact Estimate - Ord 19-25 2061 Paige Ave.pdf
Ord 19-25 Rezoning 2061 Paige Ave.pdf

A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 LOCATION MAP



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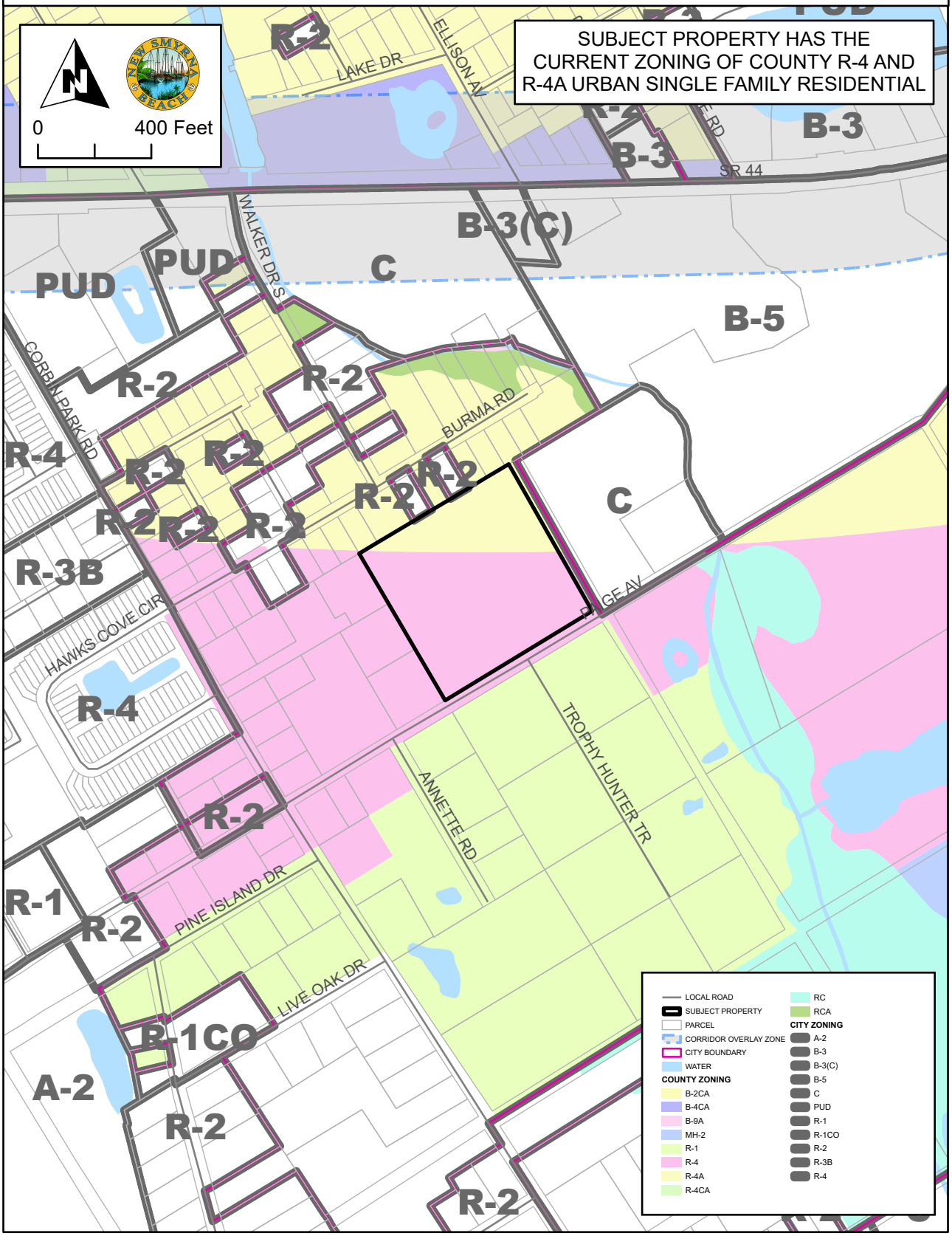
A-2-25: 2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740 AERIAL MAP



EXISTING ZONING

A-2-25



R-4 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.
Exempt landfills (refer to subsection 72-293(16)).
Fire stations.
Home occupations, class A (refer to section 72-283).
Houses of worship.
Parks and recreational areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).
Cemeteries (refer to subsection 72-293(4)).
Communication towers exceeding 70 feet in height above ground level.
Day care centers (refer to subsection 72-293(6)).
Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Off-street parking areas (refer to subsection 72-293(14)).
Public uses not listed as a permitted principal use.
Public utility uses and structures (refer to subsection 72-293(1)).
Recreational areas (refer to subsection 72-293(3)).
Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:
Minimum lot size:
Area: 7,500 square feet.
Width: 75 feet.

Minimum yard size:
Front yard: 25 feet.
Rear yard: 20 feet.
Side yard: 20 feet combined, minimum of eight feet on any one side.
Waterfront yard: 25 feet.

Maximum building height: 35 feet.

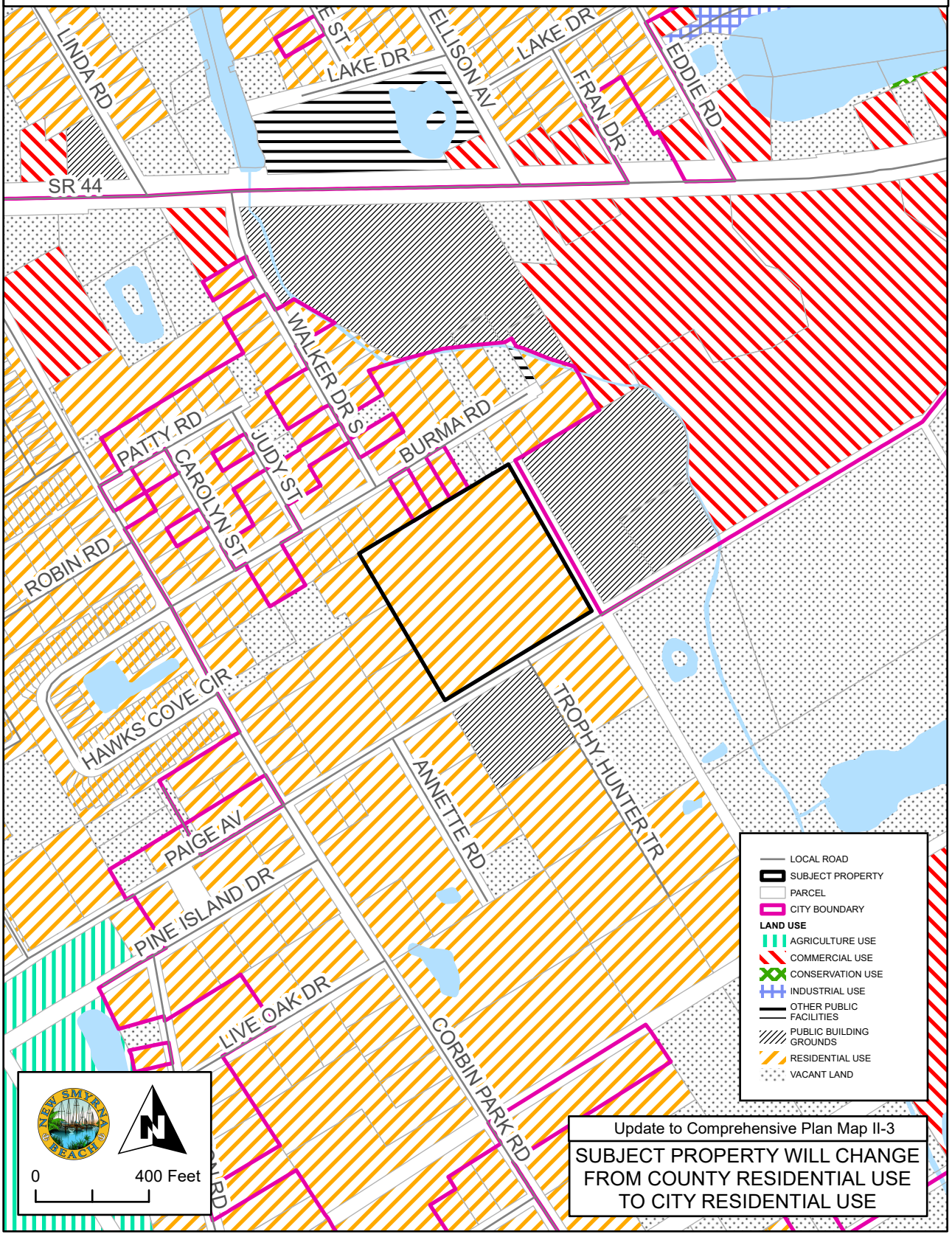
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 850 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-2-25



R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

Intent:

The R-2 district is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Permitted Uses:

Playfields
Playgrounds
Public Parks
Recreation Buildings and Complexes for exclusive use by residents and guests in a residential development
Single Family Dwelling Units

Permitted Accessory Uses:

Garages
Gazebos
Incidental Uses
Permitted Home Occupations
Storage Sheds
Swimming pools, private, provided a principal structure exists and the pool is located behind the front plane of the principal structure. Corner lots will be considered to have two front planes, one on each street. If a structure is not constructed squarely on a parcel, the swimming pool must be located at or behind the most restrictive front plane of the principal structure. **Ord. #30-10**
Open Front Porches, up to 10 feet into the front yard setback, subject to the following conditions:
Open Front Porch shall not be enclosed in any manner,
Open Front Porch must be open wall construction without screen,
Open Front Porch shall have a similar roofing material as the primary structure,
Open Front Porch front building line shall be measured from the vertical support column. **Ord. #75-16**

Uses customarily associated with the permitted principal uses

Special Exceptions:

Child day care on a house of worship property, subject to the following additional conditions:

1. The house of worship property shall be located on and be accessible by an arterial or collector roadway.

2. Play areas shall be fenced and landscaped. The landscaping shall have a vegetative hedge that will reach six feet in height within two years that is planted a minimum of three feet on center.

3. Play areas shall be located within all applicable setback dimensions.

4. The house of worship property shall have a vehicular drop off and pickup area with a minimum 100 feet of drive lane outside of the public right-of-way, or sufficient parking area to provide enough space to fit the required parking and provided space for drop off and pick up. **Ord. #04-00**

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of this LDR. **[Revised 3/27/00]**

Dimensional Requirements:

Minimum Lot Size:

Area	8,625 square feet
Depth	115 feet
Width	75 feet

Minimum Yard Size:

Front yard	30 feet or as required per Section 504.01(M) of this LDR
Rear yard	7.5 feet
Side yard	7.5 feet

Maximum Building Coverage:

The total area covered with buildings on any lot shall not exceed 40% of the total lot area. **Ord. #78-98**

Screen Enclosures:

As an exception to the maximum building coverage provision any parcel may be allowed an additional ten percent (10%) building coverage for only a screen pool enclosure if the following conditions are met:

1. A screen pool enclosure shall only cover the swimming pool and surrounding pool deck and shall have a roof and walls consisting entirely of screening; and
2. There shall be no variances granted to exceed the maximum building coverage or additional coverage allowed for screen enclosures.

Ord. #05-09

Maximum Impervious Lot Coverage:

The total area of the lot that may be covered with impervious material is sixty (60) percent.

Maximum Principal Building Height:

Thirty-five (35) feet.
Three (3) stories.

Minimum Floor Area Requirements:

750 square feet of livable area for one and two-bedroom dwelling units; 1200 square feet of livable area for a three-bedroom dwelling unit; and 1300 square feet livable area for a four-bedroom dwelling unit. **[Revised 7-1-03]**

Corner Lots:

(1) Parcels which front on two streets shall provide a thirty (30) foot front yard on one street frontage and a 15 foot half depth front yard on the other street, or as required per Section 504.01(M) of this LDR.

(2) Parcels fronting on three streets shall provide two thirty (30) foot front yards and a 15 foot half depth front yard on the remaining street or as required per Section 504.01(M) of this LDR. **Ord. #23-00**

Driveway Access

The minimum driveway length shall be 20 feet (excluding portion of a driveway within the public right-of-way). **Ord. #23-00**

Through Lots:

Through lots shall provide a 30-foot front yard on each street, or as required per Section 504.01(M) of this LDR.

Atypical Lots:

Visibility triangles shall be established at the rear corners of an atypical lot. The visibility triangles shall be those areas formed by a line connecting the points 30 feet from the intersection of the side and rear lot line along the side lot line and 30 feet from the intersection of the side and rear lot line along the rear lot line; no principal or accessory

structure having a height over 4 feet, except for incidental uses, shall protrude into the area of a visibility triangle.

Building Projections:

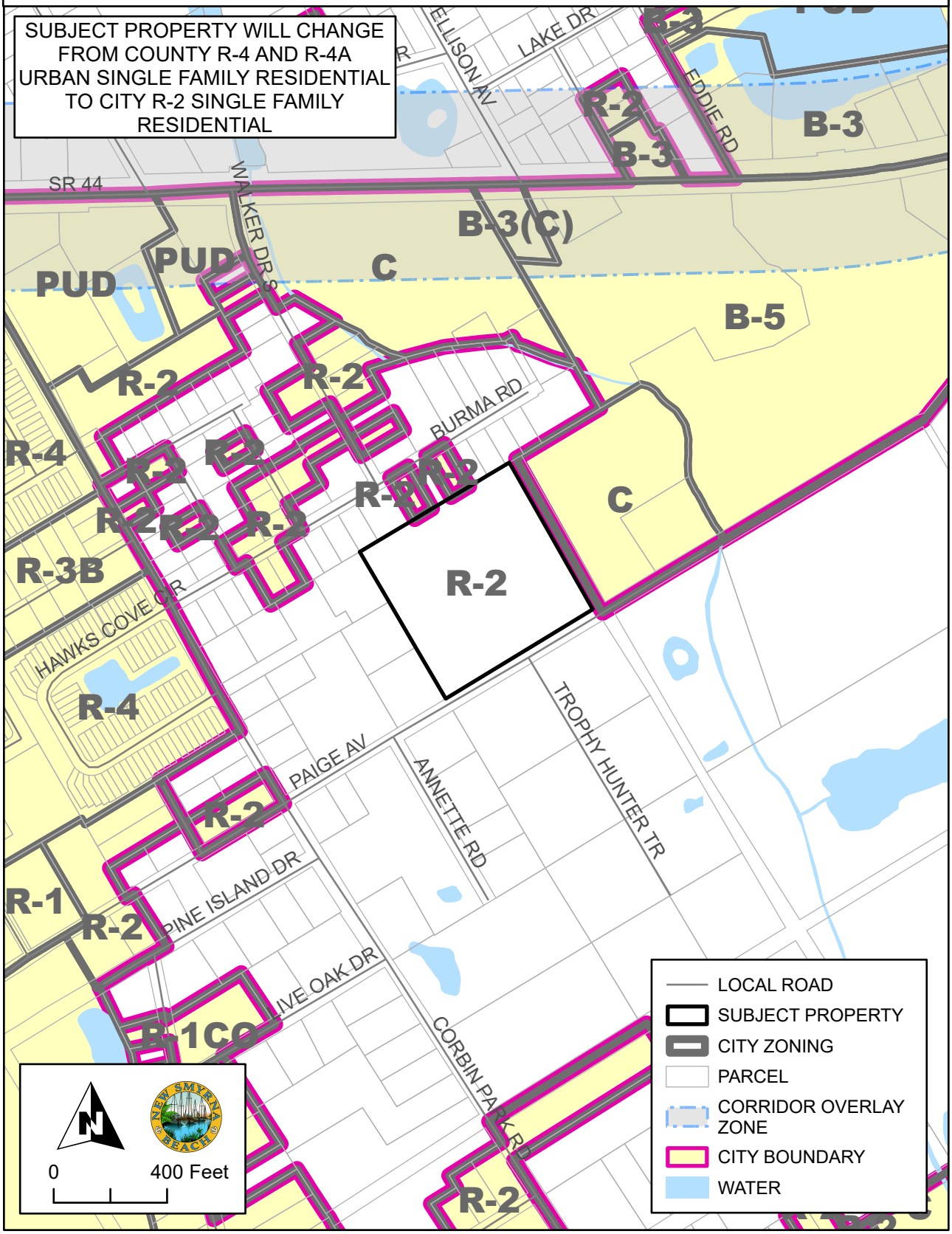
There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than 5 feet to a property line; and those structures allowed in Section 804.03.

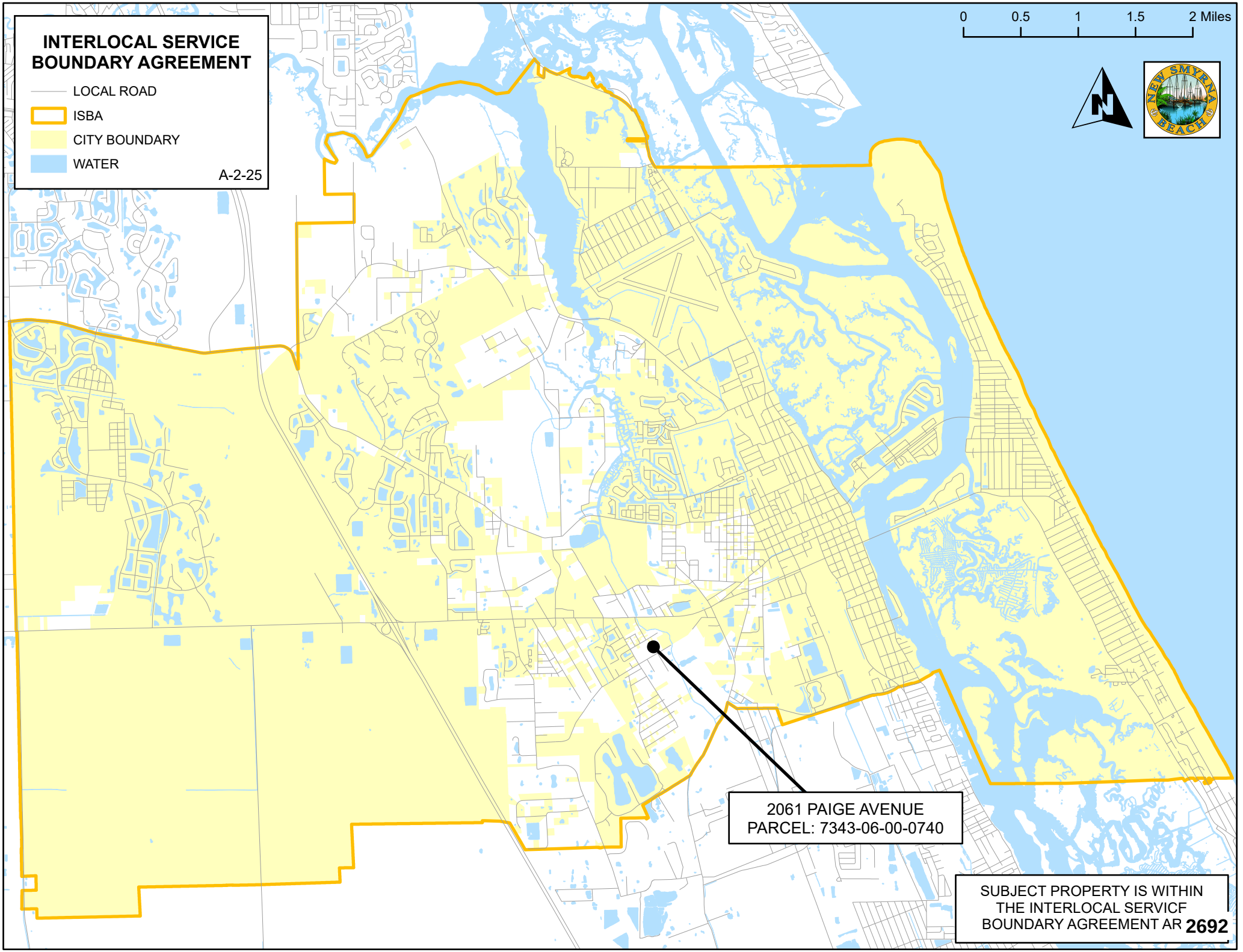
Visibility at Intersections:

Visibility at intersections shall be provided as required in this LDR. **[Revised 12-18-92]**

PROPOSED ZONING

A-2-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-2-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
2061 PAIGE AVENUE
PARCEL: 7343-06-00-0740
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 2692

LEGAL DESCRIPTION

Address:
2061 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0740

AltKey Number:
3732308

Metes and Bounds by First American Title

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

2/14/2017 12:20 PM Instrument # 2017030244 # 1 Book: 7360 Page: 3692
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by
Michael Ussery, an employee of
First American Title Insurance Company
12301 Lake Underhill Road, Ste 221
Orlando, Florida 32828
(407)803-5350

Return to: Grantee

File No.: 12666-2331021
Consideration: $

CORRECTIVE WARRANTY DEED

This Corrective Deed is being recorded to correct the legal description in that certain deed recorded in Official Records Book 7321 Page 3140 in the Public Records of Volusia County, Florida.

This indenture made on **this** 9 **day of** Feb., **20**17 A.D., by

Johnna D. Bowlin, a married woman, joined by spouse Freddie Bowlin

whose address is: **2181 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantor", to

Robert J. Malecki and Patricia A. Malecki, husband and wife

whose address is: **2061 Paige Avenue, New Smyrna Beach, FL 32168-8324**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Volusia** County, **Florida**, to-wit:

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements: The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15 foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

Parcel Identification Number: **734306000740**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM THE DATE OF THIS DEED. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN 120% OF THE SHORT SALE PRICE UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2015.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Johnna D. Bowlin

Freddie Bowlin

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Amanda Reynolds

Witness Signature

Print Name: Nancy A. Williams

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on **this** 9 **day of** FEB, **20**17, by **Johnna D. Bowlin and Freddie Bowlin** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Notary Public

Sheri Manning

(Printed Name)

My Commission expires: 5/20/2017

SHERI MANNING
Notary Public - State of Florida
My Comm. Expires May 20, 2017
Commission # FF 019348

{Notorial Seal}

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 19-25 Rezoning 2061 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 19-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 9.1± ACRES OF PROPERTY GENERALLY LOCATED EAST OF CORBIN PARK ROAD, NORTH OF PAIGE AVENUE AND TROPHY HUNTER TRAIL, ADDRESSED AS 2061 PAIGE AVENUE, FROM VOLUSIA COUNTY *R-4 A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *R-2, SINGLE FAMILY RESIDENTIAL AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. and Patricia A. Malecki, 3086 Log Cabin Lane, Edgewater, Florida 32132, applicants and property owners, have requested the annexation of 9.1± acres of property generally located east of Corbin Park Road, north of Paige Avenue and Trophy Hunter Trail, addressed as 2061 Paige Avenue, from Volusia County *R-4, Urban Single-Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on March 3, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 9.1± acres of property located on the northside of Paige Avenue, across from Trophy Hunter Trail, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0740
2061 Paige Avenue

Lot 75, Block 22, DOUGHERTY'S SUBDIVISION of the Thomas Napier Grant and the North 1/3 of the Ambrose Hull Grant in Township 17 South, Range 33 East, according to the map recorded in Deed Book "M", Page 688 (Also recorded in Map Book 2, Page 42) Public Records of Volusia County, Florida, and subject to the following easements:

The Southerly 50 feet of Lots 74 and 75 for water line road purposes (now existing); a 15-foot easement (now existing) along the Northerly line of said Lots 74 and 75 West of Turnbull Creek for drainage purposes.

shall be and the same is hereby rezoned from Volusia *R-4 A, Urban Single-Family Residential Airport Overlay* to City *R-2 A, Single Family Residential Airport Overlay* zoning district.

SECTION 2: *Quasi-Judicial Public Hearing.* It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on April 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: *Conflicting Ordinances.* That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: *Administrative Correction of Scrivener's Errors.* The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: *Severability.* That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: *Effective Date*. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 18-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 18-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 4/1/2025

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

BOARD VACANCY NOTICE: THE HOUSING AUTHORITY CURRENTLY HAS ONE (1) UNFILLED FOUR-YEAR TERM LENGTH VACANCY, WHICH WILL EXPIRE ON AUGUST 31, 2027.

April 8, 2025

Background:
The Housing Authority, as defined in the Florida Statutes, is to provide affordable, safe, and decent housing for the state's low-income residents and manage these efforts in a sustainable and effective way.

Creation and Authority: The **Housing Authority** was created under *FSS 421.01,* where public agencies are responsible for addressing housing needs. These authorities are given the power to manage, operate, and finance housing programs and projects.
Duties: The Housing Authority has the power to acquire, construct, and manage public housing projects. They can also issue bonds to finance these projects and receive federal or state assistance for housing programs.
Financials: The Housing Authority can charge rent for the housing it provides, manage finances, and use various funding mechanisms to support its operations.

Findings:
The board meets the second Monday of each month. This is a five (5) member board with term length of four (4) years.
Member Qualifications:

- Must be citizen of New Smyrna Beach
- One (1) member must be a recipient (in good standing) of a rent subsidy administered by the Housing Authority.

This opening is due to a resignation. The board appointment will be conducted at the City Commission regular meeting on Tuesday, April 22, 2025.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Cooperation Agreement.pdf

by laws nsbha.pdf

COOPERATION AGREEMENT

This Agreement entered into this 8th day of January, 1951, by and between THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Local Authority") and CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects

aggregating not more than 300 units of low-rent housing. The Project or Projects shall be located within the corporate limits of the Municipality.

3. (a) Under the constitution and statutes of the State of Florida, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of

initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Munici-

pality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF NEW SMYRNA BEACH, FLORIDA

By _____
Mayor

Attest:

Mary M. Hill
City Clerk

THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA

By H. E. Blomelly
Chairman

Attest:

Fred Lynch
Secretary-Treasurer

The within and foregoing Agreement is approved as to form and correctness this 8th day of January, 1951.

_____
City Attorney of the City of New Smyrna Beach, Florida.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, ENTITLED

A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA

WHEREAS - The City Commission of the City of New Smyrna Beach, Florida, deems it to the best interests of the citizens of New Smyrna Beach, Florida, that the City of New Smyrna Beach, avail itself of the benefits of the Housing Authority Law of the State of Florida;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 28TH DAY OF AUGUST, A.D. 1950:

Section 1. That unsanitary and unsafe inhabited dwelling accommodations exist in the City of New Smyrna Beach, Florida.

Section 2. That there is a shortage of safe and sanitary dwelling accommodations in the City of New Smyrna Beach, Florida, available to families of low income at rentals they can afford.

Section 3. That there is a need for a Housing Authority in the City of New Smyrna Beach, Florida, as defined and set forth in the Housing Authority Law of the State of Florida.

Section 4. That this Resolution shall take effect immediately upon its adoption.

s/ E. E. ALTMAN,
Mayor-Commissioner.

ATTEST:
CITY CORPORATE SEAL.
s/ Mary M. Hill,
City Clerk

Adopted August 28, 1950.

I, Mary M. Hill, City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing resolution entitled "A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA" is a true and correct copy of the original thereof appears from the official records in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid Resolution was duly adopted by the City Commission of the City of New Smyrna Beach, Florida, at its regular meeting held on August 28th, 1950.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950

Mary M. Hill

CORPORATE SEAL

MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

CERTIFICATE OF APPOINTMENT OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AND DESIGNATION OF THE FIRST CHAIRMAN.

KNOW YE, That pursuant to the provisions of the Laws of the State of Florida, popularly known as the "Housing Authorities Law", the same being Section 421 of the Florida Statutes Annotated, and by virtue of my office as Mayor of the City of New Smyrna Beach, Florida, I DO HEREBY APPOINT the five (5) persons hereinafter named to serve as Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, and to serve for the number of years appearing after their names, respectively, from the 1st day of September, A. D. 1950.

H. E. Donnelly - Four Years
W. K. Sapp - Four Years
Fred Lynch - Three Years
A. L. Pruitt - Two Years
J. E. Lucas - One Year,

AND I DO HEREBY designate Mr. H. E. Donnelly as the first Chairman of the Housing Authority of the City of New Smyrna Beach, Florida.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of New Smyrna Beach, Florida, and caused the official Corporate Seal of the said City of New Smyrna Beach, Florida, to be attached hereto this 1st day of September, A. D. 1950.

s/ E. E. ALTMAN,
Mayor.

ATTEST:
CORPORATE SEAL
s/ MARY M. HILL,
City Clerk.

I, Mary M. Hill, as City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing certificate of appointment, is a true and correct copy of the original thereof, as the same appears from the official records of the City of New Smyrna Beach, Florida, in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid certificate was filed in my office on September 1st, 1950, by the Mayor of the City of New Smyrna Beach, Florida as is required by and pursuant to law.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950.

CORPORATE SEAL

Mary M. Hill
MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

MINUTES OF THE ORGANIZATION MEETING OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, HELD AT 8 O'CLOCK P.M. ON FRIDAY, SEPTEMBER 15TH, 1950, AT THE CITY HALL OF THE CITY OF NEW SMYRNA BEACH, FLORIDA.

For the purpose of organizing, a meeting of The Housing Authority of the City of New Smyrna Beach, Florida, was held on the 15th day of September, 1950, at 8 o'clock P.M. at the City Hall of the City of New Smyrna Beach, Florida, located on Sams Avenue in said City. All of the members of the Authority were present, as follows:

Mr. H. E. Donnelly, Chairman,
Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

Commissioner Donnelly, Chairman of the Authority, presided and Commissioner Fred Lynch was appointed Secretary of the meeting and kept the minutes.

The Secretary read the call of the meeting, which was ordered spread in full upon the minutes, as follows:

"CALL OF MEETING

New Smyrna Beach, Florida,

September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, a-dopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

(signed) H. E. DONNELLY,
Chairman.

CONSENT TO MEETING

We, the undersigned Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for

the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

(signed) Fred Lynch,
(signed) A.L.Pruitt,
(signed) J. E. Lucas,
(signed) W. K. Sapp."

There were presented to the meeting certified copies of the Resolution of the City of New Smyrna Beach, Florida, creating the Authority and the certified copy of the certificate of appointment by the Mayor of the City of New Smyrna Beach, Florida, of the different members of the Authority, duly verified, showing the names, dates of appointment and the times of the commencement and the end of the terms of office; the said certificate of appointment also shows that H. E. Donnelly was designated to serve for four (4) years as the first Chairman of the Authority. The Chairman directed that these several copies be attached to the minutes of this meeting. It also appeared from the statement of the different Commissioners of the Authority that each Commissioner had taken the oath of office and duly accepted the appointment, and the following Commissioners filed their respective oaths of office, H. E. Donnelly, Fred Lynch, A. L. Pruitt, J. E. Lucas and W. K. Sapp. The Chairman directed that these oaths of office be likewise attached to the minutes of this meeting.

It then appearing that there were present all of the Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, so appointed, the following resolution was then introduced by Commissioner Lucas, read in full by the Secretary, and considered:

"RESOLUTION NO. 1
RESOLVED, that The Housing Authority of the City of New Smyrna Beach, Florida, be and it hereby is organized pursuant to the provisions of Section 421 Florida Statutes Annotated, and is now authorized to transact business and exercise its functions in its area of operation as defined in said law"

After discussion of Resolution No. 1, Commissioner Lucas moved, seconded by Commissioner Sapp, that Resolution No. 1 be finally adopted as introduced and read. The question being put upon the final adoption of the said Resolution No. 1, the roll-call vote of the Authority resulted as follows: Yeas -Lynch, Pruitt, Lucas, Sapp, Donnelly. Nays: none. The Chairman declared the motion carried and the resolution finally adopted.

The following resolution was then introduced by Commissioner Sapp, read in full by the Secretary, and considered by the Authority:

"RESOLUTION NO. 2
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:
That the following by-laws be and they are hereby adopted and approved as and for the by-laws of The Housing Authority of the City of New Smyrna Beach, Florida:

BY-LAWS OF THE HOUSING AUTHORITY
OF THE
CITY OF NEW SMYRNA BEACH, FLORIDA.

ARTICLE I - THE AUTHORITY.

Section 1. - Name of Authority. The name of the Authority shall be "The Housing Authority of the City of New Smyrna Beach, Florida."

Section 2. - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. - Office of Authority. The office of the Authority shall be at the City Hall of the City of New Smyrna Beach, Florida, but the Authority may have offices at such other place or places as the Authority may from time to time designate by resolution.

ARTICLE II - O F F I C E R S.

Section 1. - Officers. The officers of the Authority shall be a Chairman, a Vice Chairman and a Secretary-Treasurer (who shall be Executive Director).

Section 2. - Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business affairs and policies of the Authority.

Section 3. - Vice-Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall appoint a new Chairman.

Section 4. - Secretary-Treasurer. The Secretary-Treasurer shall keep the records of the Authority, shall act as secretary of the meetings of the Authority, and record all votes and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary-Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of account showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener when requested), an account of his transactions

and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary-Treasurer shall be determined by the Authority, provided that a temporary appointee selected from among the Commissioners of the Authority shall serve without compensation (other than the payment of necessary expenses).

Section 5. Executive Director. The Secretary-Treasurer shall be the Executive Director of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified; provided, that the first Chairman of the Authority designated by the Mayor of the City of New Smyrna Beach, Florida, shall hold office as Chairman for the length of his initial term as Commissioner of the Authority unless otherwise indicated by said Mayor in his designation of the First Chairman.

The Secretary-Treasurer shall be appointed by the Authority. Any person appointed to fill the office of Secretary-Treasurer, or any vacancy therein, shall have such term as the Authority fixes, but no Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 8. Vacancies. Should the offices of Chairman or Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary-Treasurer becomes vacant the Authority shall appoint a successor, as aforesaid.

Section 9. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by Chapter or Section 421 Florida Statutes Annotated, and all other laws of the State of Florida, applicable thereto. The selection and compensation of such personnel (including the Secretary-Treasurer), shall be determined by the Authority subject to the Laws of the State of Florida.

ARTICLE III. MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the 15th day of September at 8 o'clock P.M. at the regular meeting place of the Authority. In the event such date shall fall on a

Sunday or a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section 2. Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolutions of the Authority.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meeting of the Authority the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary-Treasurer.
5. Reports of Committees.
6. Unfinished business.
7. New Business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

ARTICLE IV. AMENDMENTS.

Section 1. Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all of the members of the Authority.

* * * * * * * * * * * *

After discussion of Resolution No. 2, Commissioner Sapp moved, seconded by Commissioner Pruitt, that said Resolution No. 2 be finally adopted as introduced and read. The question being put on final adoption a roll call vote was had and resulted as follows:

Yeas: Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays: None.

Whereupon the Chairman declared the motion to adopt Resolution No. 2, carried and the resolution finally adopted.

The form of a corporate seal was then submitted to the meeting and the following resolution was then introduced by Commissioner Sapp, read in full by the Secretary and considered by the Authority:

"RESOLUTION NO. 3,

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

That the form of the corporate seal submitted to this meeting, be and the same is hereby adopted as the seal of this Authority and the acting-Secretary of this Authority be and he is hereby directed and authorized to imprint said seal on the margin of the minutes of this meeting and opposite this resolution.

That the Secretary-Treasurer or acting-Secretary be and is hereby authorized to affix the seal of the authority in and to all appropriate papers and documents."

After discussion of the resolution, Commissioner Sapp moved, seconded by Commissioner Lucas that Resolution No. 3 be finally adopted as introduced and read and the question of such adoption being put, a roll call vote of the Authority resulted as follows:

Yeas Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays - None.

Whereupon the Chairman declared the motion to adopt carried and Resolution No. 3 was adopted as introduced and read.

The Chairman then announced that it was in order to elect the officers of the Authority to serve until the next annual meeting or until their successors are chosen and qualify in their stead.

Commissioner W. K. Sapp having been nominated for the office of Vice-Chairman, and there being no further nominations, it was duly moved by Commissioner Pruitt, seconded by Commissioner Lucas, that the nominations for the office of Vice-Chairman be closed and that the unanimous vote of the Authority be cast for Commissioner W.K.Sapp for the office of Vice-Chairman. A roll call vote being had on said motion, resulted as follows, Yeas - Donnelly, Lynch, Pruitt, Lucas. Nays - none. Not voting - Sapp. The Chairman then declared the motion to be duly carried and Commissioner W.K.Sapp duly elected to the office of Vice Chairman.

It was determined by the Authority, after discussion, that the office of Secretary-Treasurer should not be permanently filled for the present. It was thereupon determined to appoint one of the Commissioners of the Authority to serve as Secretary Treasurer in a temporary capacity, pending the appointment of a permanent Secretary-Treasurer, such temporary Secretary-Treasurer to serve without compensation, other than the payment of his necessary expenses.

Commissioner Fred Lynch having been nominated for the office of tempotary Secretary-Treasurer and there being no further nominations, it was duly moved by Commissioner Lucas, seconded by Commissioner Pruitt, that the nominations for the office of temporary Secretary Treasurer, be closed and that the unanimous vote of the Authority be cast for Commissioner Fred Lynch for the office of temporary Secretary-Treasurer. A roll call vote being had on said motion resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - none. The Chairman declared the motion to be duly carried and Commissioner Fred Lynch to be duly elected to the office of temporary Secretary Treasurer of the Authority.

It was unanimously agreed by the members of the Authority that the Chairman should cast the unanimous vote of those present for the offices to which they had been nominated, and Chairman Donnelly did then cast the vote of the Authority for W. K. Sapp as Vice-Chairman and for Fred Lynch as temporary Secretary-Treasurer, whereupon the said nominees did officially assume the duties of their respective offices.

A discussion was had by the members of the Authority about the time and place of their regular meeting, and the following Resolution was introduced by Commissioner Pruitt, read by the Secretary in full and considered by the Authority:

"RESOLUTION No. 4
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

That the members of the Housing Authority of the City of New Smyrna Beach, Florida, shall hereafter meet regularly once each month at the hour of 8 o'clock P.M. on the fourth Tuesday of each month"

After discussion of the above Resolution No. 4 by the Authority it was moved by Commissioner Pruitt, seconded by Commissioner Lucas that the said Resolution No. 4, be finally adopted as introduced and read. A roll call vote being had upon the motion to adopt, resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas, Sapp. Nays - None. Whereupon the Chairman declared the said Resolution No. 4 to be finally adopted.

The Chairman announced that the need for housing in the City of New Smyrna Beach, Florida, had been determined by the City Commission of said City and directed the Secretary-Treasurer to forward to the proper Federal Authorities a transcript of the proceedings thus far taken by the City and this Authority and to seek their help and advice in furtherance of low-cost housing for this area.

It was then moved by Commissioner Sapp that the meeting adjourn and said motion being seconded by Commissioner Pruitt, a roll call vote thereon resulted as follows. Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - None.

H. E. Donnelly

H. E. Donnelly - Chairman

A T T E S T:

Fred Lynch

Fred Lynch,
Secretary-Treasurer.

CALL OF MEETING

New Smyrna Beach, Fla.,
September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A.L.Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, adopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

H. E. Donnelly.
H. E. Donnelly,
Chairman.

CONSENT TO MEETING.

We, the undersigned Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

Fred Lynch
Fred Lynch

A. L. Pruitt
A. L. Pruitt

J. E. Lucas
J. E. Lucas

W. K. Sapp
W. K. Sapp.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

BOARD VACANCY NOTICE: THE CODE COMPLIANCE BOARD CURRENTLY HAS ONE (1) UNFILLED THREE-YEAR TERM LENGTH VACANCY, WHICH WILL EXPIRE ON MARCH 3, 2028.

April 8, 2025

Background:

Establishment and Purpose: Florida State Statute 162.01 authorizes the creation of a **Code Compliance Board** to enforce local building codes, zoning regulations, or other ordinances concerning property standards. The Board is tasked with reviewing complaints and violations related to code infractions and determining compliance.

Duties: The Board's responsibilities may include:

- Hearing cases of alleged code violations.
- Issuing orders or fines to non-compliant property owners.
- Providing hearings for individuals or businesses challenging code violations.
- Recommending corrective actions or penalties.

Findings:

The board meets the third Thursday of each month. This is a seven (7) member board with term length of three (3) years.

Member Qualifications: (whenever possible)

- Must be citizen of New Smyrna Beach
- Architect
- Businessman
- Engineer
- General Contractor
- Subcontractor
- Realtor

The vacancy is for a citizen to serve in the capacity of a general contractor. The board appointment will be conducted at the City Commission regular meeting on Tuesday, April 22, 2025.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

64-80.pdf
Ordinance_No._10-13_Code_Enforcement_Board_-_City_Code_Amendment.pdf

ORDINANCE NO. 64-80

AN ORDINANCE TO BE KNOWN AS THE CITIZEN CODE ENFORCEMENT ORDINANCE; CREATING A CITIZEN CODE ENFORCEMENT BOARD; SETTING FORTH THE PURPOSE OF THE SAID BOARD; PROVIDING DEFINITIONS; PROVIDING FOR THE ORGANIZATION OF SAID BOARD; FOR TERMS OF OFFICE AND COMPENSATION; PROVIDING FOR CODE INSPECTORS; PROVIDING FOR ENFORCEMENT PROCEDURES INCLUDING NOTICE OF VIOLATIONS, HEARINGS AND THE CONDUCT THEREOF; PROVIDING FOR TRANSCRIPTION OF HEARINGS AND FOR CLERICAL AND ADMINISTRATIVE PERSONNEL; PROVIDING POWERS OF THE BOARD; PROVIDING FOR FINES AND LIENS; PROVIDING FOR APPEALS; SPECIFYING TYPES OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission, by adoption of this ordinance, to promote, protect and improve the health, safety and welfare of the citizens of this city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes in force in the City, and

WHEREAS, the Legislature of the State of Florida has authorized the enactment of this ordinance by the City Commission by passage of the "Municipal Code Enforcement Board Act", Chapter 80-300, Laws of Florida, 1980, codified as Part V of Chapter 166, Florida Statutes, consisting of §166.501 to and including §166.512.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: TITLE. This ordinance shall hereafter be known as the Citizen Code Enforcement Ordinance.

SECTION 2: CREATION. There is hereby created a Citizen Code Enforcement Board.

SECTION 3: PURPOSE. The purpose and intent of the creation of the Citizen Code Enforcement Board is to promote, protect and improve the health, safety and welfare of the citizens of New Smyrna Beach by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes and ordinances presently in force or hereafter adopted.

SECTION 4: DEFINITIONS.

(a) Codes - the Citizen Code Enforcement Ordinance shall apply to the following codes and ordinances in force in the City: standard building, electrical, gas, housing, mechanical, plumbing, and swimming pool codes, together with ordinances applicable thereto; sign ordinance, subdivision ordinance, zoning ordinance, animal control ordinance, fire code, noise abatement ordinance and any other similar code or ordinance which may be passed in the future.

(b) Commission - means the City Commission of the City of New Smyrna Beach, Florida.

(c) Code Inspectors - those authorized persons, agents and representatives of the City of New Smyrna Beach whose duty it is to ensure compliance with the various codes and ordinances enumerated

herein, said inspectors to be designated by the City Manager.

(d) City Attorney - the legal counsel for the City.

(e) Enforcement Board - the Citizen Code Enforcement Board.

SECTION 5: ENFORCEMENT BOARD; ORGANIZATION

(a) The City Commission shall appoint a six (6) member enforcement board. Members of the enforcement board shall be residents of the City of New Smyrna Beach and no member may serve on the enforcement board while serving on any other board or commission of the City of New Smyrna Beach. Appointments shall be made by the City Commission on the basis of experience or interest in the fields of zoning, building control and in the other codes enumerated herein. The membership of the enforcement board shall, whenever possible, consist of an architect, a businessman, an engineer, a general contractor, a sub-contractor and a realtor.

(b) The initial appointments to the enforcement board shall be as follows:

1. Two members appointed for a term of one (1) year.

2. Two members appointed for a term of two (2) years.

3. Two members appointed for a term of three (3) years.

Thereafter, all appointemnts shall be made for a term of three (3) years. Any member may be re-appointed from term to term upon approval of the City Commission. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. Members shall serve at the pleasure of the City Commission. Any member who fails to attend two of the three consecutive meetings without cause and without prior approval of the chairman shall automatically forfeit his appointment.

(c) The members of the enforcement board shall elect a chairman and a vice-chairman. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the City Commission.

(d) The City Attorney shall when requested, either be counsel to the Code Enforcement Board or shall represent the City by presenting cases before the board; but, in no case, shall the City Attorney serve in both capacities.

(e) The enforcement board shall be authorized to establish such internal rules and regulations as it shall deem necessary.

SECTION 6: ENFORCEMENT PROCEDURE

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no member of the board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of a code or ordinance enumerated herein is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violatin continue beyond the time specified for correction, the code inspector shall notify the enforce -

ment board and request a hearing pursuant to the procedure in §7. Written notice shall be mailed to said violator as provided herein.

(c) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure outlined in §7 hereof without notifying the violator.

SECTION 7: CONDUCT OF HEARING.

(a) The Chairman of the enforcement board may call hearings of the enforcement board and hearings may also be called by written notice signed by at least three (3) members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more often or less often as the demand necessitates. Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public and taped. The City Commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. The respondent brought before the enforcement board on an alleged violation shall have the privilege to challenge the right of a member of the enforcement board to sit on the board in that particular case, and if there is good cause to believe that the said board member shall not be able to render an impartial decision, the challenged member shall recuse himself. If the challenged board member refuses to recuse himself, then the board shall vote on whether or not that particular board member shall sit on the enforcement board for that particular case.

(b) Each case before the enforcement board shall be presented by either the City Attorney or by a member of the administrative staff of the municipality.

(c) The enforcement board shall proceed to hear cases on the agenda for that day. All testimony shall be taken under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted herein. The findings shall be by motion approved by a majority of those present and voting, except that at least three (3) members of the enforcement board must vote for the action to be official. The record shall be presented to the Court on appeal and shall be subject to review.

SECTION 8: POWERS OF THE ENFORCEMENT BOARD. The enforcement board shall have the power to :

(a) Adopt rules for the conduct of its hearings.

(b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the municipality.

(c) Subpoena evidence.

(d) Take testimony under oath.

(e) Issue orders having the force of law commanding whatever steps are necessary to bring the violation into compliance.

SECTION 9: FINES AND/OR LIENS. The enforcement board, upon notification by the code inspector that a previous order of the enforcement board has not been complied with by the set time, may order the violator to pay a fine not to exceed Five Hundred

and No/100 ($500.00) Dollars for each day the violation continues passed the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists. After one year from the filing of any such lien which remains unpaid, the enforcement board may authorize the City Attorney to foreclose on the lien. In addition, and in the event it is impracticable or impossible to impose a lien against land, the City Attorney may be authorized to proceed to reduce the said fine to a judgment before a court of competent jurisdiction.

SECTION 10: APPEAL. An aggrieved party may appeal a ruling or order of the enforcement board by certiorari in the Circuit Court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

SECTION 11: NOTICES. All notices required by this ordinance shall be by certified mail, return receipt requested, where the mail would not be effective, by hand delivery by the code inspector.

SECTION 12: SEVERABILITY CLAUSE. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 13: REPEALING CLAUSE. All ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby repealed and rescinded.

SECTION 14: PUBLICATION BY TITLE. This ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach, which said publication shall be not less than seven (7) days prior to its final passage.

SECTION 15: EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Charles A. Hall

CHARLES A. HALL, City Attorney

DATED: January 20, 1981

Ordinance No. 64-80 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 27th day of January, A.D., 19 81 and read in full by title only. Motion was made by Commissioner Powell to approve Ordinance No. 64-80; which motion having been seconded by Commissioner Sawtelle; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	Yes
VICE-MAYOR COMR. JAMES D. POWELL	Yes
COMMISSIONER MARY C. HILL	Yes
COMMISSIONER REED J. LaFERRIERE	Yes
COMMISSIONER COURTLAND D. SAWTELLE	Yes

Whereupon, the Mayor did then declare the Ordinance No. 64-80 to be approved on first reading and Public Hearing to be held on February 10, 1981.

Ordinance No. 64-80 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of February A.D., 1981, and Commissioner Sawtelle moved, seconded by Commissioner Hill that Ordinance No. 64-80 be adopted as introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE-MAYOR COMR. JAMES D. POWELL	YES
COMMISSIONER MARY C. HILL	YES
COMMISSIONER REED J. LeFERRIERE	YES
COMMISSIONER COURTLAND D. SAWTELLE	YES

The Mayor then did declare the motion to pass Ordinance No. 64-80 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinance No. 64-80 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of February A.D., 19 81, and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson

As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

Lynda L. Schardt

As City Clerk of the City of
New Smyrna Beach, Florida

City of New Smyrna Beach

210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32069
TELEPHONE: 904/ 427-4166

GEORGE E. MUSSON, MAYOR
WILLIAM R. RAINES, VICE-MAYOR
REED J. LA FERRIERE, COMMISSIONER
MARY C. HILL, COMMISSIONER
JAMES D. POWELL, COMMISSIONER

E. IRENE BECKHAM, CITY MANAGER
LYNDA L. SCHAIDT, CITY CLERK
CHARLES A. HALL, CITY ATTORNEY
JOHN E. HAGOOD, FINANCE DIRECTOR

November 21, 1980

TO: Honorable Mayor and City Commission
FROM: Charles A. Hall, City Attorney
RE: Code Enforcement Board

Dear Commissioners:

I am enclosing a copy of the rules and regulations adopted by the City of West Palm Beach Code Enforcement Board for you to look over. Our CCEB should have something substantially similar.

Yours very truly,

Charles A. Hall

CHARLES A. HALL

CAH:lr
enclosures

Amended 11/21/1979

CODES ENFORCEMENT BOARD
CITY OF WEST PALM BEACH, FLORIDA

RULES AND REGULATIONS

ARTICLE I — NAME

The name of this Board shall be the "Codes Enforcement Board of the City of West Palm Beach, Florida."

ARTICLE II — JURISDICTION

The Board has jurisdiction over those matters which are set forth in Ordinance No. 1466-79 of the City of West Palm Beach.

ARTICLE III — OFFICERS AND THEIR DUTIES

Section 1: The officers shall be a Chairperson and a Vice Chairperson. The City Clerk shall provide a Recording Secretary.

Section 2: The Chairperson shall preside at all meetings (and hearings) of the Board and shall have the duties normally conferred by parliamentary usage of such officers.

Section 3: The Chairperson shall be one of the members of the Board. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all Board members.

Section 4: The Vice Chairperson shall act in the absence of the Chairperson.

ARTICLE IV — ELECTION OF OFFICERS

Section 1: Nomination of officers shall be made from the floor at the annual organizational meeting in October each year, and the election shall be held immediately thereafter.

Section 2: A candidate receiving a majority vote shall be declared elected and shall serve a term of one year or until a successor shall take office.

Section 3: Vacancies in office shall be filled immediately by regular election procedure.

ARTICLE V — MEETINGS

Section 1: Regular Meetings:

Regular meetings shall be held at least every two months. The Board may set meetings more frequently if necessary.

Section 2: Special Meetings:

Special meetings may be called by the Chairperson or any two members of the Board by notification to the Board Attorney.

Section 3: Notice

Notice of all meetings, both regular and special, shall be given to all Board members at least twenty-four (24) hours in advance of the meeting.

ARTICLE V MEETINGS (Cont'd)

Section 4: Attendance

a. Members shall notify the Chairperson of the Board if they are not going to attend a meeting.

b. If a member, including the alternate, misses two out of three consecutive meetings without cause and without prior approval of the Chairperson, he shall forfeit his appointment.

c. If a regular member misses a meeting, the first alternate shall vote in his place. If a second regular member misses the same meeting, the second alternate shall vote in his place.

Section 5: Quorum

A quorum of the Board shall consist of three (3) members, including alternates, and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order unless otherwise specified herein.

Section 6: a) Voting

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay."

b) Abstention

Each member present shall cast an "aye" or "nay" vote on each question before the Board, except that if any member has a personal interest in a matter, he may abstain from participating as a member of the Board in that matter and must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

ection 7: Records

All regular and special meetings, hearings, and records shall be open to the public.

ection 8: Procedure

Parliamentary procedure in Board meetings shall be governed by Robert's Rules of Order, as amended, and by the Rules and Regulations contained herein.

RTICLE VI ORDER OF BUSINESS

1. Role Call
2. Minutes of previous meetings
3. Public Hearings
4. Unfinished Business
5. Presentation of Filed Affidavits of Violations
6. New Business
7. Adjournment

The order of business may be suspended by a vote of the majority of those members present.

ARTICLE VII — INITIATION OF ACTIONS BEFORE THE BOARD

Section 1: All actions before the Board shall be initiated by filing an Affidavit of Violation (a copy of which is attached hereto) with the Secretary of the Board.

Section 2: The Secretary shall assign a case number and present the case to the Board at its next meeting.

Section 3: The Board shall review the Affidavit and if they feel that action is warranted, set the case for a Hearing to be held at a subsequent meeting of the Board.

Section 4: After a case is set for hearing by the Board, the Secretary shall send out a Notice of Hearing to the alleged violator by certified mail, return receipt requested, or effect personal service upon a party by the police deparment (a copy of which is attached hereto). A copy of said Notice of Hearing shall be sent to the City Prosecutor, the Affiant, and the Attorney for the Board.

Section 5: After a case is set for hearing, the Secretary of the Board shall be empowered to issue subpoenas as requested by the Affiant and the alleged violator. The subpoenas shall be sent to the City police department to be served.

ARTICLE VIII — HEARINGS

Section 1: The following procedures will be observed in hearings before the Board:

a) The Secretary shall read the Notification of Violation for each application.

b) The respondent shall be asked if he wishes to contest the charges.

c) All witnesses shall be sworn in by the Secretary.

d) The City shall present its case and respondent shall present their case. Both parties will have an opportunity to cross-examine all witnesses.

e) The Board or its Attorney may question any witness or call any witnesses as it feels necessary.

f) The right of parties to present rebuttal evidence is discretionary with the Board.

g) The Board may, in its discretion, adjourn a Hearing for a period not to exceed 31 days at any time during the Hearing, and request further information from either party.

h) If a Hearing is adjourned, at the time the Hearing is reconvened, only those Board members that have been present from the beginning of the Hearing may participate in the deliberations and decision making process. (This requirement may be waived by the consent of both parties.)

ARTICLE VIII HEARINGS (Cont'd)

i) Upon completion of all the evidence, the Chairperson shall close the Hearing.

j) The Board may only consider that evidence which is presented at the Hearing and that both parties have had an opportunity to rebut before reaching their decision.

k) The Board shall immediately deliberate in open session before the public.

l) The Board shall orally issue an Order which is approved by a majority of the Board (at least 3 members). The Order shall contain findings of fact and conclusions of law and state the affirmative relief granted by the Board. Said Order shall be reduced to writing with ten (10) days and be mailed to the respondent. (Two form Orders are attached hereto.)

ARTICLE IX ENFORCEMENT

Section 1: After an Order of non-compliance has been issued by the Board and a scheduled date of compliance has been ordered, a designated City Official shall make an inspection to determine if the alleged violation has been corrected.

Section 2: The designated City Official shall then issue an Affidavit of Compliance or Non-Compliance, which shall be filed with the Board. A copy of said Affidavit shall be sent to the violator by Certified mail, return receipt requested.

Section 3: A letter of notification of lien (sample letter attached) shall be mailed to the violator every 45 days, until the condition is corrected or the maximum fine has been imposed.

Section 4: The Board shall hold hearings as necessary to insure the effectiveness of any Order issued by the Board.

ARTICLE X MISCELLANEOUS

Section 1: These Rules and Regulations may be altered in a manner not inconsistent with the City Code during a regular meeting by the affirmative vote of at least (4) members of the Board, provided notice of the proposed change is given to the Board at a preceding regular meeting.

Section 2: The provisions of these Rules and Regulations shall be discussed and/or adopted, or readopted by the Board annually at its regular Organizational meeting.

(Continued on P. 5)

ORDINANCE NO. 10-13

AN ORDINANCE REPEALING IN ITS ENTIRETY CITY CODE CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS, COMMISSIONS AND SIMILAR AGENCIES, DIVISION 2, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 26 OF THE CITY CODE (BUILDINGS AND BUILDING REGULATIONS) BY ESTABLISHING A NEW *ARTICLE XVI, CODE ENFORCEMENT BOARD;* ESTABLISHING MEMBERSHIP AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF SPECIAL MAGISTRATES; PROVIDING FOR POWERS OF THE BOARD AND SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 162, F.S., authorizes municipalities to provide for enforcement of City Codes via a code enforcement board and/or a special magistrate; and

WHEREAS, the Chief Building Official desires to utilize several avenues to achieve code compliance, including hearings before a special magistrate; and

WHEREAS, the current provisions of the City Code of Ordinances relating to the City's Code Enforcement Board are in need of revision to clarify and broaden the City's ability to enforce its codes; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to repeal in its entirety City Code Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, and to establish a new Article XVI in Chapter 26 to be entitled, Code Enforcement Board, as more particularly set

forth hereinafter, and to provide for appointment of Special Magistrates to hear cases involving code violations.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Repeal.*** That Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 26, is hereby amended to create a new Article XVI to be entitled *Code Enforcement*, as follows:

Chapter 26
BUILDINGS AND BUILDING REGULATIONS

. . . .

ARTICLE XVI - CODE ENFORCEMENT

Sec. 26-1600 - Purpose and duties.

(a) The code enforcement board is established to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an authority to conduct administrative hearings concerning violations of the Land Development Regulations (LDR) and other city codes or ordinances, and impose administrative fines and other noncriminal penalties. It is intended to provide an equitable, expeditious, effective, and inexpensive method of enforcing the LDR and other city codes or ordinances for all parties.

(b) The code enforcement board shall act in accordance with the Local Government Code Enforcement Boards Act, F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties set forth therein. Nothing herein shall prohibit the city from retaining and utilizing one or more special magistrates as authorized pursuant to sections 26-1602 and 26-1603 of this article.

Sec. 26-1601 - Appointment and membership.

(a) The city commission shall appoint a seven-member code enforcement board. Members of the board shall be residents of the city. Appointments shall be made on the basis of experience or interest in the fields of zoning and building control. The membership of the board shall whenever possible include an architect, a business person, an engineer, a general contractor, a subcontractor, and a realtor. The city commission shall appoint qualified individuals. Present duly appointed members are grandfathered, shall serve until the end of their present terms, and are eligible for appointment pursuant to this section thereafter.

(b) Members shall serve without compensation, but may be reimbursed for travel, mileage, and per diem expenses as authorized by the city commission.

(c) Each appointment shall be for a term of three years. A member may be appointed to additional terms by the city commission. A member shall serve until the expiration of the term, or until a successor is appointed and qualified if that be later. When a vacancy occurs before the expiration of a term, the city commission shall appoint a replacement to serve the remainder of the unexpired term of office.

(d) A member may be suspended or removed for cause by the city commission as provided by ordinance.

Sec. 26-1602 - Special Magistrates; appointment; qualifications.

(a) From time to time, based on the city attorney's recommendation, the city commission may appoint one or more special magistrates to perform the functions set forth in this section. All such appointments shall be by resolution. The resolution appointing a special magistrate may fix the terms and conditions of the appointment of the special magistrate, subject to conformance of all such terms with the provisions of this section.

(b) Every special magistrate appointed by the city commission shall be an attorney who has been duly licensed to practice law in the State of Florida for a period of not less than five years and shall be a member in good standing of the Florida Bar.

(c) Each special magistrate shall be subject to removal with or without cause at any time by the city commission.

(d) No special magistrate shall be considered to be a city employee.

(e) The city commission may, by the resolution appointing the special magistrate, establish terms that include compensation to a special magistrate for his or her services, and for his or her costs such as for travel, mileage and per diem expenses, subject to compliance with record-keeping and other documentation requirements of the city, at a rate to be determined by the appointing resolution or, if the resolution is silent as to rates, by administrative order of the city.

Sec. 26-1603 - Jurisdiction; powers.

(a) Every special magistrate appointed pursuant to this section shall have jurisdiction to hear and decide cases involving alleged violations of the municipal codes and ordinances of the City of New Smyrna Beach as provided in F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties of special magistrates as set forth therein. Nothing herein shall prohibit the city from utilizing the code enforcement board to hear and decide such cases in lieu of a special magistrate.

(b) Every special magistrate appointed pursuant to this section shall have all powers granted to the City of New Smyrna Beach Code Enforcement Board by Chapter 162, F.S.

SECTION2: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's

usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held March 12, 2013 in the City Commission Chambers, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 2/15/13

Ordinance No. 10-13 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting February 26, 2013, and read by title only. Motion was made by Commissioner Reiker, and seconded by Commissioner Jones, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

Ordinance No. 10-13 was read by title only at the Regular Meeting held by the City Commission on March 12, 2013, Motion was made by Commissioner McGuirk, and seconded by Commissioner Reiker, that Ordinance No. 10-13 be adopted on second and final reading, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

The City Clerk noted the passage of Ordinance No. 10-13 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity as required by law.

(OFFICIAL SEAL)

As Mayor of the City of New Smyrna Beach, Florida

As City Clerk of the City of New Smyrna Beach, Florida

ORDINANCE NO. 10-13

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

PROPOSED LEGISLATIVE BILL SUMMARIES, WEEKS FOUR AND FIVE OF FLORIDA'S LEGISLATIVE SESSION.

April 8, 2025

Background:

Florida's legislative session continued over the past two weeks. The majority of the bills previously reported are making their way through the committees and may be altered in the next few weeks. The Florida legislature is halfway through their term. The City Attorney's report highlights a few new bills that are being considered.

Findings:

1st Report: Several property tax bills have been filed, including the bills listed below. At this time, none of the bills have been heard in a committee. The bills could limit or eliminate property taxes. HB 359 Property Tax Exemptions; SB 852 Study on the Elimination of Property Taxes; HB 775 and SB 1092 Revising How Homestead Property is Assessed; HB 787 and SB 996 Revenues from Ad Valorem Taxes; and SB 1018 Increased Homestead Property Exemptions.

HB 301 - Sovereign Immunity/Suits Against the Government: the proposed bill would increase the statutory limits on liability for tort claims against the State (and City) from $200,000 per person and $300,000 per incident to $1 million per person and $3 million per incident. The bill would also remove the need for a claims bill from insurance companies before paying out claims.
2 April Update: The bill was considered in the House Budget Committee and remains active.

HB 991 and SB 1242: Community Redevelopment Agencies – Neither bill has been heard in a committee. HB 991 has two committee references and SB 1242 has three committee references. The bill would prohibit new CRAs in FL; would stop issuance of new projects or debt as of 1 October 2025; and eliminate all CRAs by 2045.
2 April Update: The bill was considered by the Senate Judiciary Committee and remains active.

2nd Report: SB 582 and HB 717: Unlawful Demolition of Historical Buildings and Structures – The bills seek to address concerns that developers are tearing down historic buildings. Current fines for demolition of historic buildings are low and do not creative a substantial deterrent to builders who are willing to pay the fine, and incorporate the cost into the home sale price. The bills would increase the penalty for tearing down a historic

building without a permit.

SB 1118 and HB 1209: Land Use and Development Regulations are broad growth management bills that reduce local government authority over land use and development regulations, favoring developers. The bills prohibit optional elements of local comprehensive plans from restricting development density or intensity. They also require a supermajority vote for any comprehensive plan amendment that increases development restrictions. Additionally, they allow property owners to sue if a local government fails to adopt a requested comprehensive plan amendment within 180 days, requiring courts to determine compliance with state law without deferring to local government interpretation. The bills further limit local authority over impact fees by narrowing the definition of "extraordinary circumstances." They strictly define such circumstances as events beyond local control that prevent the intended use of impact fee funds, making it harder for cities to justify fee increases beyond statutory limits.
2 April Update: The bill was amended and went to the Senate Community Affairs Committee. The bill remains active.

SB 810: Stormwater Management Systems – This bill would require cities to inspect their stormwater systems every year and sign a Division of Emergency Managment form attesting to the state of those systems.
2 April Update: The bill has been revised and would no longer require an annual inspection.

3rd Report: HB 1183 and SB 1576 exempt cities from liability in connection with a cybersecurity incident if the local entity has substantially complied with current training and cybersecurity standards required by section 282.3185, Florida Statutes.

HB 683 and SB 712 prohibit local governments from regulating synthetic turf installed in single-family residential areas one acre or less in size or enforcing any rules that prevent property owners from installing synthetic turf.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

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